

RFP APPENDIX A

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND
COMPOSTABLES COLLECTION SERVICES
CONTRACT

City of Kirkland
and

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July 1, 2018 –



**Comprehensive Garbage, Recyclables, and Compostables
Collection Services Contract**

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1 The Parties, in consideration of the promises, representations, and warranties contained in this
2 agreement and the RFP, agree as follows:

3
4 **RECITALS**

5
6 WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage,
7 Recyclables, and Compostables collection services to all residents, businesses, and institutions located
8 within the Service Area; and

9
10 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
11 conducted a thorough and exhaustive competitive process; and

12
13 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
14 had the right at any time during the process to reject any or all of the competitors, regardless of their
15 proposals or prices; and

16
17 WHEREAS, having completed the competitive process, the City has selected the best candidate to
18 provide the services outlined in the competitive process; and

19
20 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
21 necessary to perform the services as requested in the competitive process; and

22
23 WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the
24 competitive process and included below;

25
26 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
27 contained, the City and Contractor do agree as follows:

28
29 **AGREEMENT**

30
31 This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter,
32 "Contract") is made and entered into this _____ day of _____, 2017 (hereafter the "Date of
33 Execution"), by and between the City of Kirkland, a municipal corporation (hereafter "City"), and
34 _____ (hereafter "Contractor").
35

1 DEFINITIONS

2
3 **Billing Operations Plan:** The plan developed by the City and the Contractor to manage Customer billing,
4 ownership and custody of Customer payments and other matters related to the Contractor serving as
5 billing agent for the City's solid waste utility.

6
7 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection
8 containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers,
9 clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions,
10 mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste
11 does not include piles of debris, car parts, construction or demolition debris, any item that would be
12 considered Hazardous Waste, or stumps.

13
14 **Cart:** A Contractor-provided 10-, 20-, 35-, 64-, or 96-gallon wheeled Container with attached lid suitable
15 for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be
16 rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

17
18 **Change of Control:** The term "Change of Control" means any single transaction or series of related
19 transactions by which the beneficial ownership of more than 50% of the voting securities of the
20 Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities,
21 who as of the effective date of the Contract do not have such a beneficial interest; provided, however,
22 that intra-company transfers, such as transfers between different subsidiaries or branches of the parent
23 corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity
24 owned or controlled by the Contractor upon the effective date of the Contract, and transactions
25 effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall
26 not constitute a Change in Control. Any sale, merger, the issuance of new shares, any change in the
27 voting rights of existing shareholders, or other change in ownership that transfers 50% or more of the
28 beneficial interest therein from one entity to another. Provided, however, that intra-company transfers,
29 such as transfers between different subsidiaries or branches of the parent corporation of the
30 Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled
31 by the Contractor upon the effective date of the Contract shall not constitute a Change in Control.

32
33 **City:** The word "City" means the City of Kirkland, in King County, Washington. As used in the Contract,
34 use of the term "City" may include reference to the City Manager or his/her designated representative.
35 Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things
36 refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located
37 within the City. The City of Kirkland, King County Washington. As used in this Contract, use of the term
38 "City" may also include reference to the City Manager, or his/her designated representative, and
39 references to staff, streets, rights of way, and activities and things refer to Kirkland staff, streets, rights-
40 of way, and activities and things, when appropriate, and unless otherwise specified.

41
42 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
43 agencies, and all other users of commercial-type Garbage collection services.

44
45 **Compostables:** Any organic waste material that is Source-separated for processing or composting, such
46 as Yard Debris and Foodscraps generated by any Residential or Commercial customers. Shredded
47 uncontaminated paper shall be accepted as a Compostable material.

Contractor: _____, which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

Container: Any Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

Contract: Refers to this contract for comprehensive garbage, recyclables and compostable collection services.

Contract Term: Refers to the term of this Contract as provided for in Section 1.

County: King County in Washington State.

Curb or Curbside: Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: ~~All account-holders of the Contractor's services within the City. All city of Kirkland users of the Contractor's services provided as provided by this Contract, including property owners, managers, and tenants.~~

Date of Commencement of Service: July 1, 2018, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The date that this Contract is executed by all signatories.

Day/Days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: An all-metal loose material or compactor container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Extra Unit: Excess material that does not fit in the Customer's primary Container. In the case of Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

1 **Food Mini-can:** A water-tight plastic container twelve or thirteen (12/13) gallons in capacity; fitted with
2 two (2) sturdy handles or handholds and fitted with a tight cover. All Food Mini-cans provided by the
3 Contractor shall be rodent and insect proof and kept in sanitary conditions by their ~~owner~~ Customer at
4 all times.

5
6 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
7 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper,
8 such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or
9 other paper products accepted by the Contractor's selected composting site. Food Scraps shall not
10 include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials
11 prohibited by the selected composting facility. The range of materials handled by the Compostables
12 collection program may be changed from time to time upon the mutual agreement of the Parties to
13 reflect those materials allowed by the Public Health – Seattle & King County for the frequency of
14 collection provided by the Contractor.

15
16 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
17 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
18 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
19 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and
20 disposal by the Contractor. Needles or "sharps" used for the administration of medication can be
21 included in the definition of "Garbage," provided that they are placed within a sealed, secure container
22 as agreed upon by the City and the Contractor and this handling is consistent with current King County
23 sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable
24 materials, or Source-separated Compostables.

25
26 **Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding
27 four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one
28 on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and
29 insect proof and kept in sanitary conditions by their owner at all times.

30
31 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,
32 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,
33 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to
34 human health or the environment or environmental conditions, including but not limited to any
35 substance that is:

- 36
37 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
38 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
39 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
40 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et
41 seq.; or any other federal statute or regulation governing the treatment, storage, handling, or
42 disposal of waste imposing special handling or disposal requirements similar to those required
43 by Subtitle C of RCRA;
44
45 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous
46 waste or extremely hazardous waste by the Washington State Department of Ecology under the
47 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State

statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and

- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal Agreement between the City and King County.

Multifamily Complex: Multiple-unit Residences with two or more attached or unattached units on one water meter billed collectively for Garbage collection service.

On-call: The provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: A public right-of-way used for public travel, including public alleys.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Attachment C.

Residence/Residential: A ~~Single-Family~~ and/or ~~m~~~~A~~Multifamily living space individually rented, leased or owned.

Services: Refers to the comprehensive garbage, recyclables and compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The service boundaries indicated in Attachment A as of the Date of Commencement of Service, ~~as revised from time to time in accordance with Section 3.1.2.~~

Single-Family Residence: All one-unit houses, duplexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

1 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
2 recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other
3 materials.
4

5 ~~**Special Waste:** Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing
6 materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical
7 wastes, demolition debris and other materials requiring special handling in accordance with applicable
8 federal, state, county or local laws or regulations.~~
9

10 **Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 3.1.20 of this
11 Contract.
12

13 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section
14 3.1.23 of this Contract.
15

16 **WUTC:** The Washington Utilities and Transportation Commission.
17

18 **Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in
19 diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by
20 four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by
21 degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole
22 Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, untied reusable
23 plastic-mesh bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.
24

25 1. TERM OF CONTRACT

26
27 The Term of this Contract is eight (8) years starting on the Date of Commencement of Service. The City,
28 may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed two (2)
29 years in duration. Any extension exercised by the City shall be under the original terms and conditions of
30 this Contract or as the Contract may have been amended at the time of the extension. To exercise the
31 option to extend this Contract, written notice shall be given by the City to the Contractor not less than
32 ninety (90) days prior to the expiration of the Contract Term or the expiration of a previous extension.
33 With the Contractor's written consent, the requirement of 90 days' prior notice of exercise of the City's
34 option to extend may be waived in any instance.
35

36 2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

37
38 The Contractor represents and warrants to the City as follows:
39

- 40 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good
41 standing under the laws of the state of Washington, and has all requisite corporate power and
42 authority to enter into and to perform its obligations under this Contract.
43
- 44 • *Authority.* The Contractor has the authority to execute this Contract, to make the
45 representations and warranties set forth in it, and to perform the obligations of the Contractor
46 under this Contract in accordance with its terms. This Contract has been validly executed by an
47 authorized representative of the Contractor, with the authority to sign on behalf of and bind the

Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.

- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area, as defined in Attachment A and modified from time to time in accordance with Section 3.1.2.

3.1.2 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to

1 distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and
2 make a determination of the best approach for providing safe and appropriate service to the Customer.
3 The City's determination shall be final, provided that the Contractor shall not be required to endanger
4 workers, equipment, or property.
5

6 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor
7 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form
8 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage
9 waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the
10 Customer(s) will only be serviced from the closest Public Road access. Such determination that damage
11 is probable must be approved in writing by the City prior to any action or refusal of service by the
12 Contractor.
13

14 **3.1.3 Hours/Days of Collection**

15

16 All collections from Single-family Residential Customers and Residential zones, including mixed-use
17 areas shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the
18 City authorizes a temporary extension of hours or days. Same-day make-up collections for customers
19 notifying the Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday
20 collection is allowed to the extent consistent with missed collection recovery, holiday and inclement
21 weather schedules.
22

23 All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 5:00 p.m.
24 provided that service to those Customers shall neither disturb Residential Customers in adjoining
25 Residential zoned areas, nor violate the noise provisions of the Kirkland Municipal Code, as amended.
26 Collections from Commercial Customers within audible distance of Residential Customers shall be made
27 only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday.
28 Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate
29 the special needs of Commercial Customers where allowed by the Kirkland Municipal Code. The City's
30 noise ordinance, as amended, may further restrict these terms and hours of collection.
31

32 **3.1.4 Employee Conduct**

33

34 The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be
35 courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work
36 without delay, minimize noise, and avoid damage to public or private property. If on private property,
37 Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street
38 after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds,
39 hedges, or property of adjoining premises, or meddle with property that does not concern them or their
40 task at hand. While performing work under the Contract, Contractor employees shall wear a
41 professional and presentable uniform with an identifying badge with photo identification and company
42 emblem visible to the average observer. At the City's option and direction, Contractor employees shall
43 work with groups or organizations, such as neighborhood community organizations, homeowner
44 associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the
45 appropriate agency when suspicious activities are observed.
46

1 If any person employed by the Contractor to perform collection services is, in the opinion of the City,
2 incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the
3 incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the
4 Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate
5 any written complaint from the City regarding any unsatisfactory performance by any of its employees
6 and take immediate corrective action. The City reserves the right to request at any time that the person
7 be removed from all performance of additional work under this Contract. The Contractor shall remove
8 the employee from Contract work immediately.

9 **3.1.5 Disabled Persons Service**

10
11 The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-
12 Family Residence Customers in cases where no household member has the ability to place Containers at
13 the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of
14 the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and
15 shall be subject to City review and approval prior to program implementation, which shall not be
16 unreasonably withheld by the City.

17 18 **3.1.6 Holiday Schedules**

19
20 The Contractor shall observe the same holiday schedule as the King County Transfer Stations (typically
21 New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection
22 day, the Contractor shall reschedule the remainder of the week of regular collection to the next
23 succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family
24 Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular
25 collection day due to a holiday. Commercial collections may be made one (1) day early only with the
26 consent of the Commercial Customer. Holiday scheduling information shall be included in written
27 program materials, on the Contractor's web site, and by press releases to general news media in the
28 Kirkland area by the Contractor the week prior to the holiday affecting service.

29 30 **3.1.7 Inclement Weather**

31
32 The Contractor shall provide all collection services unless weather conditions are such that continued
33 operation would result in danger to the Contractor's staff, area residents, or property. In that event, the
34 Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by
35 telephone and email of the areas not to be served by 6:00 a.m. on the same business day. Once
36 Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not
37 previously reported to the City, shall be approved by a route supervisor and reported to the City not
38 later than 12:00 p.m. (noon) on the same business day. The Contractor shall coordinate missed
39 collection areas so that Customers either have all or none of their materials collected to avoid Customer
40 complaints and calls. The Contractor shall provide automated notification calls, texts or e-mails (at
41 Customers' preference) to all missed Customers by 3:00 p.m., including information about when their
42 next collection is expected.

43
44 In the event that collection services are interrupted for one week for one or more Single-Family
45 Residential Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those
46 Customers with interrupted service on their next regular collection day on the following week. The

1 Contractor shall collect Garbage, Recyclables and Compostables from Multifamily Complex and
2 Commercial Customers as soon as safely possible.

3
4 In the event that collection services are interrupted for two or more weeks for one or more Single-family
5 Residential Customers, the Contractor shall provide temporary Residential Garbage and Recycling
6 collection sites on the day of the second missed day using driver-staffed Drop-b-Box Containers or other
7 suitable equipment, with no extra charge assessed for such temporary service.

8
9 For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to
10 what would have been collected on the missed collection day(s) from Customers at no extra charge.

11
12 Following notification to the City, the Contractor will be provided temporary authorization to perform
13 collection services after 6:00 p.m. and/or on Saturdays following disruptions due to weather in order to
14 finish collection routes.

15
16 Weather policies shall be included in program information provided to Customers and on the
17 Contractor's city-specific webpage. On each inclement weather day, the Contractor shall release notices
18 to local newspapers and radio stations notifying residents of the modification to the collection schedule.

19 20 **3.1.8 Suspending Collection from Problem Customers**

21
22 The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or
23 conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may
24 include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect
25 claims of timely set-out followed by demands for return collection at no charge, repeated
26 unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of
27 Recyclables or Compostables, or other such problems.

28
29 The Contractor shall make every reasonable effort to provide service to those problem Customers.
30 However, the Contractor may deny or discontinue service to a problem Customer after prior written
31 notice is given to the City of the intent to deny or discontinue service, including the name, service
32 address, reason for such action, and whether reasonable efforts to accommodate the Customer and
33 provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City
34 appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event,
35 the decision of the City shall be final. The City may also require the denial or discontinuance of service to
36 any Customer who is abusing the service or is determined to be ineligible.

37
38 The Contractor shall ~~continue~~ retain Customers with discontinued service at the lowest service level for
39 that class of Customer for billing purposes, unless otherwise instructed in writing by the City.

40 41 **3.1.9 Missed Collections**

42
43 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or
44 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written
45 notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for
46 collection. Failure to provide proper written notification to Customers, per the quality assurance

1 protocol in Section 3.1.11, of the reason for rejecting materials for collection shall be considered a
2 missed collection and subject to performance fees due to lack of proper Customer notification.

3
4 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a
5 Customer in the proper manner on the appropriate day shall be considered a missed collection, and the
6 Contractor shall collect the materials from the Customer within twenty-four (24) hours of the
7 Contractor's receipt of notification of the missed pick-up, on the same day if notified by 4:00 p.m.
8 (Monday – Friday). Customers giving notice after 4:00 p.m. shall receive a make-up collection no later
9 than the next day. A Customer giving notice after 4:00 p.m. on Friday shall receive a make-up collection
10 the next day on Saturday between 9:00 a.m. and 1:00 p.m. If the Contractor is notified of a missed pick-
11 up by 9:00 a.m. the following business day, the missed pick-up shall be collected that same day,
12 provided that the Contractor may ask Customers contacted on a Saturday whether Monday collection
13 would be acceptable, at the Customer's option. The Contractor shall maintain an electronic record of all
14 calls related to missed collections and the response provided by the Contractor. Such records shall be
15 made available for inspection upon request by the City, and the information shall be included in monthly
16 reports. (See Reporting requirements set forth in Section 3.3.4).

17
18 If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor,
19 which the Contractor can prove through documentation (e.g., the Containers were not placed at the
20 curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall
21 charge the Customer an additional return trip fee for this service, provided the Contractor notifies the
22 Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The
23 Contractor will not be liable for a missed collection in such case.

24 25 **3.1.10 Same Day Collection**

26
27 Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of
28 the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and
29 Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the
30 same day.

31 32 **3.1.11 Requirement to Recycle and Compost and Quality Assurance**

33
34 The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected,
35 unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- 36
37
- 38 • Process materials to a high standard to maximize the recovery and recycling of all incoming
recyclable and compostable materials;
 - 39 • Are operated to minimize cross-contamination of materials that would result in otherwise
40 Recyclable materials being misdirected to a market or disposal where they would not be
41 recovered;
 - 42 • Are designed and operated to minimize the residual stream of otherwise recoverable materials
43 destined for disposal.
 - 44 • Have sufficient preprocess and screening staff and equipment to ensure that otherwise
45 recoverable materials are not cross-contaminated and rendered non-recyclable due to the
46 nature of the processing facility.
- 47

1 The City and Contractor agree that the Contractor is being compensated to fully recycle or compost
2 those incoming materials and that maximum cost-effective recovery is a primary objective of the City's
3 collection programs.

4
5 Concurrently with the start of this Contract, the Contractor shall implement an on-route quality
6 assurance program for Recyclables and Compostables consistent with industry best management
7 practices, as described in Attachment ~~FE~~, for tagging, probationary periods, material rejection, and
8 suspension of service. The quality assurance protocol will address thresholds for when contamination
9 levels trigger Customer contact, when to place a Customer on service probation for possible
10 discontinued collection, when to suspend collection service and remove the subject Carts or Containers,
11 and finally but not limited to, procedures to allow a Customer to reinstate and resume service after it
12 has been suspended after following established contamination protocols. The Contractor shall
13 implement the protocol consistently for all Customers and shall notify the City via email of any Customer
14 being handled under the protocol. The City and Contractor shall mutually negotiate and agree on a
15 process reflecting current best management practices used in King County for route monitoring for both
16 Single-family Residential and Commercial/Multifamily sectors. The Contractor and City shall annually
17 review and update these procedures to ensure that contamination problems are addressed promptly,
18 fairly and consistently for all sectors.

19 20 **3.1.12 Routing, Notification and Approval**

21
22 The initial day of Single-Family Residential collection at the start of this Contract is indicated on the
23 service area map included as Attachment A, unless a change of collection day is approved by the City. If
24 any changes are accepted by the City, the Contractor shall provide the City with an updated map
25 indicating all City-approved Single-Family Residential collection days. Likewise, the Contractor shall
26 indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage,
27 Recyclables, and Compostables from each Multifamily Complex and Commercial Customer. Initial maps
28 shall be provided to the City no later than ninety (90) days prior to the Date of Commencement of
29 Service. The Contractor collection routes shall not cross municipal boundaries, provided that Contractor
30 collection vehicles used within the City may be used elsewhere if they are emptied before and after such
31 other use and the Contractor has obtained the City's prior approval in writing, except that prior approval
32 shall not be required for spare vehicles used for both the City and other jurisdictions serviced by the
33 Contractor, provided that same-day notification of the use is provided to the City via e-mail. The
34 Contractor may use certain specialized vehicles in more than one jurisdiction (e.g. limited access vehicle
35 for space-restricted route areas) for scheduled services upon written City approval. If a collection
36 vehicle services any Customer outside the Service Area without prior written approval from the City, the
37 Contractor shall be liable for performance fees as described in Section 5.1.

38
39 The Contractor may change the day of Single-Family Residence collection by giving written notice to the
40 City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written
41 approval from the City. If the City approves the proposed change, the Contractor shall provide affected
42 Customers with at least fourteen (14) days written notice of pending changes for the collection day.
43 Seven (7) days prior to the approved day change, the Contractor shall tag all affected Customers'
44 Garbage Containers, as well as notify all affected Customers by ~~e-mail and robo-call~~ and/or e-mail of the
45 pending changes. Upon completing collections the week prior to the change, the Contractor shall update
46 their website with a new collection area map that highlights affected areas. The Contractor shall collect
47 double the normal Garbage amount for no additional fee for one week following implementation to

1 ensure that missed Customers are not charged extra. The Contractor shall obtain the prior written
2 approval from the City of the notice to be given to Customers. The Contractor shall be responsible for
3 the cost of designing, printing, and distributing the notice and any revised educational materials that
4 inform these Customers of their collection day.

5
6 The Contractor may change the day of Multifamily Complex or Commercial Customer collection by
7 giving at least fourteen (14) days written notice of pending changes of collection day to the affected
8 Customers. The Contractor shall obtain from the City written approval of a collection day change prior to
9 Contractor's notification of the Multifamily Complex customer or Commercial Customer, and of the form
10 of any notice of such change to be given to affected Multifamily Complex or Commercial Customers,
11 which approval the City shall not unreasonably withhold. ~~The Contractor shall obtain written approval~~
12 ~~from the City of the collection day change prior to notification of the Multifamily Complex customer or~~
13 ~~Commercial Customer, and shall obtain the prior written approval from the City of any notice to be~~
14 ~~given to Multifamily Complex or Commercial Customers.~~ The Contractor shall be responsible for the cost
15 of designing, printing, and distributing any notifications and any revised educational materials that
16 inform these Customers of their collection day.

17 **3.1.13 Vehicle and Equipment Type/Age/Condition/Use**

18
19
20 The Contractor shall use new model year 2018 natural gas-fueled collection vehicles for Garbage,
21 Recyclables, and Compostables collection services performed under this contract under ~~the initial term~~
22 ~~of this Contract.~~ Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be
23 subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working
24 order, and shall be subject to all other conditions of this section. The accumulated annual use of
25 individual back-up vehicles shall be reported in the Contractor's monthly report.

26
27 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide
28 service to all Customers, regardless of location. In some cases, this may mean that a small collection
29 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make
30 such vehicles available to ensure smooth and effective collection services throughout the Service Area.

31
32 Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they
33 are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable
34 placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for
35 Compostables collection shall have a switchable placard that clearly indicates that they are
36 Compostables collection vehicles. The colors, trim scheme, and design to be used by the Contractor on
37 the switchable placards shall be subject to the prior written approval of the City. The use of
38 unauthorized switchable placards or lack of switchable placards on collection vehicles shall be cause for
39 performance fees as described in Section 5.1. Vehicles used in the performance of this Contract shall only
40 be used for the collection of materials they are otherwise designated for.

41
42 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least
43 once each week. All collection equipment shall have appropriate safety markings, including all highway
44 lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current
45 statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles
46 shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and
47 systems of the collection vehicles shall operate properly and be maintained in a condition compliant

1 with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All
2 vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

3
4 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,
5 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to
6 Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall
7 be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the
8 vehicle. Any equipment not meeting these standards shall not be used within the Service Area until
9 repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or
10 Containers prior to them being removed from service shall be cleaned up or removed within three (3)
11 hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor
12 at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such
13 clean-up or removal shall be provided to ~~Kirkland~~ the City in writing. The Contractor shall immediately
14 notify the City-designated spill hotline (425-587-3900) of any spills that enter drainages. Failure by the
15 Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be
16 cause for performance fees, as described in Section 5.1. Discharge of pollutants into the storm system is
17 a violation of Kirkland Municipal Code (KMC) 15.52 and may be subject to fine per KMC 1.12. The
18 Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers
19 immediately so that those spills may be addressed in a timely manner.

20
21 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer
22 service telephone number, and website address, unless otherwise previously approved in writing by the
23 City. Special promotional messages may be permitted by the City; provided they are either painted
24 directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing
25 and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with
26 lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away,
27 stating "Driving or Spillage Complaints? Call Kirkland Solid Waste @ 425-587-3812. The vehicle inventory
28 number shall be displayed adjacent to this message and will show, in lettering at least 6" high, an
29 abbreviated truck designation number specific to the City. For example, K-1, K-2, etc. limited to a two
30 digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and
31 correction of any unsatisfactory condition related to specific vehicles. The City will provide the
32 Contractor with policy timelines for reporting spills versus driving complaints to the City. Spills should
33 be reported immediately to the City as directed by the City's reporting policies, which will be provided to
34 the Contractor by the City.

35
36 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way
37 communication equipment. The Contractor shall maintain a base station or have equipment capable of
38 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as
39 route-recording cameras integrated with their on-board route management system.

40
41 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board
42 computer and data tracking system to track route progress and log non-set-outs, extras, and other
43 service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's
44 drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to
45 the Contractor's Customer service database no less than hourly to allow Customer service personnel to
46 be fully apprised of route progress, and be able to address misses and other Customer inquiries in near
47 real-time.

1
2 **3.1.14 Container Requirements and Ownership**
3

4 Contractor Garbage fees included in Attachment B include all costs of the associated Garbage, Recycling,
5 and Compostables Carts and Containers unless Container rental for a particular service is specifically
6 listed in Attachment B, such as rent for Drop-box Containers.
7

8 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-
9 provided Containers for their initial Container of Garbage collection service, with the exception of
10 compacting Drop-box Containers, which may be Customer-owned or –leased from other parties. Plastic
11 bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer’s primary
12 container.
13

14 In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the
15 Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be
16 responsible for unnecessary or unreasonable damage to Customer-owned Containers.
17

18 All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in,
19 molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily
20 determine the size capacity and material preparation requirements of the Container. Contractor-
21 provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently
22 labeled with the Contractor’s logo or company name.
23

24 **3.1.14.1 Garbage, Recyclables, and Compostables Carts and Food Mini-cans**
25

26 The Contractor shall provide 10-, 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of
27 Garbage collection, and 35-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective
28 level of Recyclables or Compostables collection. Food Mini-cans shall be provide in lieu of a
29 Compostables Cart upon Customer request. All Carts shall be manufactured from a minimum of fifteen
30 percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be
31 provided to requesting Customers within seven (7) days of the Customer’s initial request. All Carts must
32 have materials preparation instructions and telephone and website contact information printed on a
33 sticker on the lid.
34

35 All Contractor-provided Carts and Food Mini-cans shall be maintained by the Contractor in good
36 condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers
37 for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the
38 container to prevent unwanted movement. The Carts and Food Mini-cans shall contain instructions for
39 proper use, including any Customer actions that would void manufacture warranties (such as placement
40 of hot ashes in the container causing the container to melt), and procedures to follow to minimize
41 potential fire problems.
42

43 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair
44 needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and
45 Food Mini-cans, and forward written or electronic repair notices that same day to the Contractor’s
46 service personnel. ~~Cart~~ Repairs shall then be made within seven (7) days at the Contractor’s expense.
47 Any Cart or Food Mini-can that is damaged or missing on account of an accident, collection truck

1 mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be
2 replaced not later than three (3) business days after notice from the Customer or ~~Kirkland~~the City. In the
3 event that a Cart ~~or Food Mini-can~~ is inadvertently lost into a collection vehicle during collection due to
4 mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the
5 incident and a replacement cart shall be provided within twenty-four hours of the loss. ~~All~~ Replacement
6 Carts ~~and Food Mini-cans~~ may be used and reconditioned, but shall be presentable and cleaned before
7 delivered to the Customer. Unusable carts shall be cleaned (if necessary) and recycled to the extent
8 possible.

9
10 In the event that a particular Customer repeatedly damages a Cart ~~or Mini-can~~ or requests more than
11 one replacement ~~Cart-Container~~ during the term of the Contract due to negligence or intentional
12 misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City
13 shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may
14 discontinue service to that Customer, provided the City provides previous written approval.

15 16 **3.1.14.2 Detachable Containers and Drop-box Containers**

17
18 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers,
19 and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires
20 their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's
21 request. Containers shall be located on the premises in compliance with any related ordinance, and a
22 manner satisfactory to the Customer and for collection by the Contractor.

23
24 The Contractor shall charge rent for temporary and permanent Drop-box Container service in
25 accordance with city directed rates. The Contractor may not charge Customers any fees, charges, rates,
26 or any expenses in connection with Drop-box Container service other than those rental rates directed by
27 the City.

28
29 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have
30 four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a
31 non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe
32 for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal,
33 and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a
34 winch in good repair.

35
36 The Contractor shall contact the City's Fire Department and obtain a determination concerning the
37 conditions under which plastic Detachable Containers may be used. The Contractor may use plastic
38 Detachable Containers at all locations where allowed by the City's Fire Department to minimize noise
39 impacts. Each plastic Detachable Container shall be marked with an additional sticker warning
40 Customers and the Contractor's staff where the Container may not be placed as determined by
41 Kirkland's Fire Department.

42
43 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's
44 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide
45 an On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed to the
46 Customer as directed by the City.

1 As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's
2 risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any
3 Container that was supplied by or taken over by the Contractor and was in use if the City Code
4 Compliance Inspector, King County Health Department inspector, or other agent having safety or health
5 jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a
6 health or safety hazard. The Contractor shall place Detachable Containers in areas mutually agreed upon
7 by the Contractor and Customer with the least slope and best vehicle access possible. For Customers
8 that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the
9 Contractor shall make a good faith effort to work with the Customer to ensure that Detachable
10 Containers are not left unattended in potentially problematic staging areas and are sufficiently
11 restrained such that the Container may not roll and cause harm to persons or property. The Contractor
12 may require a Customer to attend to the Containers immediately prior to and after collection. Any
13 disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped
14 hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final.
15 Containers shall be replaced after emptying in the same location as found, with the lid closed.

16
17 Except as set forth in the second paragraph of Section 3.1.15, Customers may elect to own or secure
18 Containers from other sources, and shall not be subject to discrimination by the Contractor in collection
19 services on that account, provided that such Containers (including Carts) are compatible with the
20 Contractor's collection equipment. However, Containers owned or secured by Customers must be
21 properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not
22 required to service Customer Containers that are not compatible with the Contractor's equipment.

23 24 **3.1.14.3 Ownership**

25
26 To the extent requested by Contractor, the City will assign its ownership rights and interest in the
27 previous contractor's in-place Container inventory to the Contractor and will cooperate with the
28 Contractor to document such assignment and Contractor's exercise of such rights. For the purposes of
29 this Contract, these in-place Containers distributed by the previous contractor shall be maintained to
30 Contract standards, with the exception that Containers placed in service by the previous contractor shall
31 be considered Contract compliant, even if they are a different color than required by the City for new
32 Containers.

33
34 At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers
35 used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to
36 City ownership without further compensation to the Contractor. Compactor Drop-boxes and Drop-boxes
37 and Detachable Containers held in reserve at the Contractor's yard and not actively in service at a
38 Customer location are excluded from this provision.

39
40 Upon written notice to the Contractor, the City may elect to assign this potential ownership of said
41 Containers to a third-party. Any remaining warranties associated with the Containers described herein
42 shall be transferred to the City or the City's assignee.

43
44 The City in advance accepts all such Containers in their "as-is, where-is" condition and without any
45 express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY
46 WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As
47 between the City and the Contractor, the City assumes all risks of loss or liability on account of the

City's exercising of its rights under this Section 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.14.4 Container Colors and Labeling

Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided Containers used for the collection of Compostables shall be gray. Contractor-provided Containers used for the collection of Garbage shall be green. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with instructional information and contact information that include both a customer service phone number and website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reattach labels on all Containers.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor once every two (2) years or upon Customer or the City's request for any individual Container. The City may waive the two-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers.

3.1.14.5 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

3.1.14.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure

to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

3.1.15 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

3.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. Any spillage or leakage entering the City's municipal storm system shall be cleaned solely by City staff and the Contractor shall be billed for said cleaning services. The Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1 and may be subject to fines pursuant to KMC 15.52 and 1.12. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately on its designated spill hotline (425-587-3900) and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

3.1.17 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its

intention to implement a pilot program or of its intentions to utilize a new technology system on a city-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with Section 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

3.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to, by the most expedient manner, continue to collect Garbage, Recyclables, and Compostables to the same-nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

3.1.19 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within one week following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
- 2-3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which

1 permission for temporary use was received. The City shall review these locations, after which
2 the City shall approve or deny in writing use of specific locations.

3
4 3-4.A recovery plan to address how materials will be collected in the event of a short-notice
5 disruption that does not allow the Contractor to collect all materials on their regular schedule
6 (e.g. a wildcat strike) within one week following the initiation of the disruption.
7

8 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,
9 specifically during the period surrounding the end of employee contracts with Contractor employees. In
10 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall
11 inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as
12 well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the
13 close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the
14 areas (per a detailed map) and customer counts of served and un-served customers by material stream
15 and service sector.
16

17 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and
18 Recyclables collection Customers missed during the preceding week.
19

20 In the event that a disruption lasts more than one full Single-family Residential collection cycle, the
21 Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for
22 Customer use for each affected material stream in approved locations throughout the affected route
23 areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge
24 on the next regular collection cycle for each material.
25

26 The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate
27 minus the disposal component on the Customer's next regular invoice.
28

29 The City and Contractor agree that the following special compensation and performance fees reflect the
30 best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall
31 pay the City monthly by the tenth day of the following month:
32

- 33 1. A cost reimbursement amount of ten thousand dollars (\$10,000.) for each day of Labor
34 Disruption to reimburse staffing and other costs for managing the impacts of the Labor
35 Disruption;
- 36 2. A performance fee of twenty thousand dollars (\$20,000.) a day for each day of Labor Disruption
37 from the 1st day to the 7th day of the Labor Disruption;
- 38 3. A performance fee of forty thousand dollars (\$40,000.) a day for each day of Labor Disruption
39 from the 8th day to 14th day of the Labor Disruption; and
- 40 4. A performance fee of sixty thousand dollars (\$60,000.) a day for each day of Labor Disruption for
41 every day beyond the 14th day of Labor Disruption.
42

43 The performance fees listed as 3-2 through 4, above, are intended to apply to any complete work
44 stoppage where alternative but substantially equivalent service by non-striking employees is not
45 provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the
46 Contractor through the employment of non-striking employees at any point during the course of the
47 labor disruption, the Contractor is entitled to reduce the amount of the performance fees that

1 otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to
2 Customer provided on that day. Given the nature of the failure arising from labor disruptions, the
3 Contractor shall not be allowed any cure period opportunity or rectification process; provided, however,
4 that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of
5 these specific performance fees.

6
7 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section
8 shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance
9 during the Labor Disruption event. This special fee is separate compensation to the City for the
10 Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the
11 City within thirty (30) days of the Contractor's receipt of the City's invoice.

12
13 Fees paid by the Contractor under the terms of this Section 3.1.19 are not regular performance fees for
14 the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold
15 referenced in Section 5.2 (6).

16
17 Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant
18 to this section shall be maintained in confidence by the City to the maximum permissible extent under
19 applicable law.

20 21 **3.1.20 Site Planning and Building Design Review**

22
23 The Contractor shall, upon request and without additional cost, make available site planning assistance
24 to either the City and/or property owners. The site planning assistance shall be available for all new
25 construction or remodeling of buildings and structures within the Service Area, and shall address the
26 design and planning of Garbage, Recyclables and Compostables removal areas and their location upon
27 the site of the proposed construction or remodeling project. Contractor planning assistance for
28 optimizing loading docks and other areas shall also be available for existing building managers when
29 realigning Garbage, Recyclables and Compostables services.

30 31 **3.1.21 Safeguarding Public and Private Facilities**

32
33 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities
34 whether located on public or private property, including street curbs. If such improvements, facilities,
35 utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the
36 City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the
37 City for repairs. If the damage creates an immediate public safety issue that requires an immediate
38 response, the Contractor shall, along with notifying the City immediately in writing, call the City to
39 inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City
40 shall cause repairs or replacement to be made, and the cost, including overhead and administrative
41 costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under
42 the Contract. The City shall not be liable for any damage to property or person caused by the actions of
43 the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or
44 legal implications from said actions.

45 46 **3.1.22 Transition and Implementation of Contract**

47

1 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no
2 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation
3 Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family,
4 Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different
5 activities and events will occur, including details of Container delivery, how different events impact
6 other events in the timeline and the process to be used to ensure that implementation occurs with no
7 disruption. The Transition and Implementation Plan shall cover the entire period following the Date of
8 Execution of this Contract, up through and including the six (6) month period following the Date of
9 Commencement of Service. The Contractor shall separately describe in detail what is involved with each
10 of the activities and events listed in the timeline. The Transition and Implementation Plan shall
11 specifically address how the Contractor intends to proceed in the event of inclement weather and what
12 contingency plans will be in place to accelerate implementation if Container delivery or other planned
13 activities are impacted by inclement weather.

14
15 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
16 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs
17 associated with the website ordering services, and of all new and continuing service and educational
18 materials described above and needed to comply with the Transition and Implementation Plan outreach
19 described in this section of the Contract.

20
21 Any additional promotional, educational, informational, and outreach materials provided by the
22 Contractor to Customers in connection with the initial transition and implementation of the Contract
23 shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the
24 City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's
25 final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review
26 any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow
27 sufficient time for the City prior review and written approval.

28 29 **3.1.23 Hiring Preference**

30
31 For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give
32 hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection
33 workers who serviced City ~~of Kirkland~~ routes for the previous hauler at the time that the previous
34 collections contract(s) expired and have been displaced as a result of the City awarding this Contract,
35 provided that such workers are fully qualified and meet the Contractor's standards for employment.

36
37 Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the
38 Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and
39 benefit accruals earned as of the date of displacement. To the extent application of the Contractor's
40 collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing
41 pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining
42 agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the
43 company for any required COBRA payment made in order to retain health care coverage during the time
44 period between displacement and when the worker would become eligible for such benefits under the
45 Contractor's bargaining agreement.

46 47 **3.1.24 Performance Review**

1
2 The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the
3 Contractor's performance under this Contract. If conducted, the performance review shall include, but is
4 not limited, to a review of the Contractor's performance relative to requirements and standards
5 established in this Contract, including Customer service standards. The Contractor agrees to fully
6 cooperate with the performance review and work with City staff and consultants to ensure a timely and
7 complete review process.
8

9 The results of the performance review shall be presented to the Contractor within thirty (30) days of
10 completion. Should the City determine that the Contractor fails to meet the Contract performance
11 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
12 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
13 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
14 Contractor additional time to comply, accept other remedies for the service failure or proceed with the
15 contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.
16

17 The costs of the development and implementation of any action plan required under this Section 3.1.25
18 24 or Section 5.1 for the purpose of addressing failures on the part of the Contractor to perform in
19 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and
20 the costs of developing or implementing such action plan may not be passed on to Customers or the
21 City, or included in rates or fees charged Customers.
22

23 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an
24 alternative annual Contract compliance monitoring program with or without Contractor performance
25 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good
26 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance
27 data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if
28 used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.
29

30 **3.1.25 Continual Monitoring and Evaluation of Operations**

31
32 The Contractor's supervisory and management staff shall be available to meet with the City at either the
33 Contractor's office or Kirkland City Hall, at the City's option, on a weekly basis during the first six months
34 of the contract and monthly throughout the term of the Contract to discuss operational and Contract
35 issues.
36

37 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
38 provisions of this Contract is maintained.
39

40 The City may periodically monitor collection system parameters such as participation, Container
41 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
42 the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize
43 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access
44 to equipment, processing facilities, route and Customer service data, safety records, and other
45 applicable information. The City's review of Contractor activities and records shall occur during normal
46 office hours and shall be supervised by the Contractor's staff.
47

1 **3.1.26 Collection/Disposal Restrictions**

2
3 All Garbage collected under this Contract, as well as residues from processing Recyclables and
4 Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement
5 with Kingthe County), shall be delivered to the King County Disposal System, unless otherwise directed
6 in writing by the City.
7

8 Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers
9 and instead prominently tagged with a written notice informing the Customer that King County does not
10 accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional
11 collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided
12 in Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's
13 awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor
14 shall indemnify and hold the City harmless for any such damage or legal implications resulting from said
15 collection.
16

17 The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous
18 Waste or other hazardous materials that are either restricted from disposal or would pose a danger to
19 collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with
20 the rejected materials listing why they were not collected and providing the Customer with a contact for
21 further information about proper disposal options for such materials.
22

23 Title to and liability for any Hazardous Waste , or for other materials or substances that are either
24 restricted from disposal or would pose a danger to collection crews (including but not limited to any
25 household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and
26 radioactive material) or the environment and that are included with any materials collected under this
27 Contract by Contractor despite The City's and Contractor's attempts to prevent the inclusion of such
28 materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous
29 Waste or any such other materials or substances is received.
30

31 In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon
32 reasonable notice from the City, shall deliver collected Garbage from one or more routes to the
33 designated sorting site and shall coordinate with the City ~~'s consultant~~ to ensure successful sampling. In
34 the event that the sorted Garbage requires delivery to a County authorized disposal site, the City shall
35 pay the Contractor for that delivery based on the Contractor's standard Container rental and hauling
36 rates.
37

38 Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material;
39 provided, however, that the residual is appropriately disposed of within the King County Disposal
40 System; provided, further, that such recyclable material processing is undertaken with the prior written
41 approval of King County and the City and in accordance with the Amended and Restated Solid Waste
42 Interlocal Agreement between King County and the City of Kirkland effective as of November 6, 2013;
43 and provided, further, that the Contractor in all such instances shall charge Customers no more than the
44 equivalent Garbage disposal fee at within the King County Disposal System or such other disposal fee as
45 the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor
46 in such instances shall be no higher than those provided for in Attachment B.
47

3.1.27 Direct Disposal Payment

Upon 180 days written notice, the City may elect to pay disposal directly fees directly to King County, subject to approval by the County and the City's compliance with any County requirements regarding billing and payment. If the City elects to pay disposal fees directly, the Contractor shall:

1. Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
2. Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County;
3. Track and report disposal quantities by route and average Container weights by Container size each month;
4. Negotiate and formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County;
5. Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of the Contract; and
6. Participate in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract, the results of which will be used to update the disposal components listed in Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage (and any taxes or other fees related thereto), provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract. Contractor has fully complied with the requirements of this Section 3.1.27, including with respect to the collection of Garbage from City Customers only and not in any event from customers in other jurisdictions.

3.1.28 Emergency Response

The Contractor shall provide the City with the use of the Contractor's labor and equipment for assistance in the event of a disaster or emergency declaration. Contractor services shall be provided immediately upon city directions and paid at the Contract rates in Attachment B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 3.3.4. The Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing

any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

3.2 Collection Services

3.2.1 Single-Family Residence Garbage Collection

3.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and adjacent to Garbage Cans, bags, and Garbage Carts. The Contractor shall offer carry-out service to Disabled Customers at no charge (per Section 3.1.6).

3.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request.

3.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. One 10-gallon Garbage Cart;
2. One 20-gallon Garbage Cart;
3. One 35-gallon Garbage Cart;
4. One 64-gallon Garbage Cart; and
5. One 96-gallon Garbage Cart.

The Contract shall also offer a "super recycler" service of once per month collection of non-putrescible waste in a 35-gallon Cart.

The Contractor shall change from weekly to every-other-week collection of Single-Family Garbage upon at least 180 days prior written notice from the City. In the event that the City elects to reduce collection frequency, the Contractor's rates for Single-Family Garbage collection shall be reduced by \$X.XX per household per month for all Single-Family Garbage service levels, as annually adjusted by the provisions of Section 4.2, starting the first month of the changed service. In the event that every-other-week collection does not work as intended, the City may change service back to weekly, and the parties shall negotiate in good faith to develop mutually acceptable terms regarding the timing and cost of a return to weekly service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be

1 collected without prior Customer notification, which shall be provided by the Single-Family Residence
2 Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

3
4 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as
5 close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and
6 quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to
7 their original set out location but in compliance with KMC 16.08.070. The Contractor may tag
8 inappropriately placed Containers not placed out in accordance with Kirkland Municipal Code.

9
10 Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in
11 excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight
12 Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the
13 Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the
14 Curb and tagged with written notification as to why it was not collected. Customers may specify to the
15 Contractor that they may not be charged for overweight or extra Containers, in which case any such
16 Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not
17 collected.

18 19 **3.2.2 Single-Family Residence Recyclables Collection**

20 21 **3.2.2.1 Recyclable Materials**

22
23 Residential Recyclables shall be collected from all participating Single-Family Residences Customers as
24 part of basic Garbage collection services, without extra charge. If operational or recycling processing
25 improvements are made that allow additional materials to be recycled at no additional cost to the
26 Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such
27 materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared
28 and either called-in or set-out Recyclables as described in Attachment C. With the exception of
29 Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2)
30 feet.

31
32 The City reserves the right to engage in product stewardship and/or waste prevention activities that
33 may result in one or more materials being removed from the Attachment C list.

34 35 **3.2.2.2 Containers**

36
37 The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart
38 size shall be 64-gallons, provided that the Contractor shall offer and provide ~~35~~ or 64-gallon Recycling
39 Carts on request to those Single-Family Residence Customers requiring less or more capacity than
40 provided by the standard 64-gallon Recycling Cart.

41
42 Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those
43 Customers requesting replacements, or Customers that had previously rejected their Recycling Cart,
44 within seven (7) days of the Customer's initial request.

1 **3.2.2.3 Specific Collection Requirements**

2
3 Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's
4 Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule
5 on the same day and as close to a consistent time as possible. The Contractor shall collect on Public
6 Streets and Private Roads in the same location as Garbage collection service is provided. The
7 Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall
8 return Containers with their lids closed and attached to their set out location, and out of any Public
9 Street, in an orderly manner.

10
11 The defined list of Residential Recyclables in Attachment C shall be collected from all participating
12 Single-Family Residences as part of basic Garbage collection services, without extra charge. The
13 Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in
14 Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart.
15 Recyclables must be prepared as described in Attachment C and uncontaminated with food or other
16 residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those
17 specifically listed in Attachment C.

18
19 **3.2.3 Single-Family Residence Compostables Collection**

20
21 **3.2.3.1 Subject Materials**

22
23 Properly-prepared Compostables shall be collected each week from all participating Single-Family
24 Residence Customers as part of basic Garbage collection services, without extra charge.

25
26 **3.2.3.2 Containers**

27
28 The Contractor shall provide Compostables Carts to Customers at no charge. The default Compostables
29 Cart size shall be 96-gallons, provided that the Contractor shall offer and provide ~~352~~ or 64-gallon
30 Compostables Carts on request to those Single-Family Residence Customers requiring less capacity than
31 provided by the default Compostables Cart. The Contractor shall also provide a smaller capacity Food
32 Mini-can for Customers wishing to use a Container only for Food Scraps. The model Food Mini-can used
33 by the Contractor shall be approved in writing by the City prior to the Contractor purchasing inventory.

34
35 Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft
36 paper bags, reusable plastic bags, or properly labeled Customer-owned Garbage Cans. Customers
37 choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the
38 Contractor that clearly identify the container's contents as "Yard Debris." The Contractor shall maintain
39 and have available for Customers a list of local retail stores that carry acceptable Kraft paper bags and
40 reusable plastic Yard Debris bags. The list of local retail stores shall be provided on the Contractor's
41 website and available to Customers by mail. The Contractor shall also make acceptable paper bags and
42 reusable plastic Yard Debris bags available at its customer service center.

43
44 Compostables Carts shall be delivered by the Contractor to new Single-Family Residence Customers,
45 Customers requesting a replacement Compostables Cart, and Customers that had previously rejected
46 their Compostables Cart within seven (7) days of the Customer's initial request.

1 The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a
2 kitchen Food Scrap collection container, previously approved by the City in writing, with a capacity of
3 approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City's prior
4 written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection
5 containers shall include at least two biodegradable liner samples, provided at the Contractor's cost.

6
7 The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers
8 at the rate ~~established by the Contractor and approved by the City~~ provided in Attachment B.

9
10 The Contractor shall maintain and have available for Single-Family Residence Customers a list of local
11 retail stores that carry acceptable biodegradable plastic or other material bags for Customers to use for
12 the accumulation of Food Scraps to be placed in the Compostables Carts. The list of local retail stores
13 shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall
14 also make acceptable biodegradable plastic or other material bags available at its customer service
15 center.

16 17 **3.2.3.3 Specific Collection Requirements**

18
19 Properly prepared Compostables shall be collected weekly on the same day as each household's
20 Garbage and Recyclables collection from all Single-Family Residence Customers. Collections shall be
21 made from Single-Family Residence Customers on a regular schedule on the same day and as close to a
22 consistent time as possible. Compostables in excess of 96 gallons may be charged as Compostables Extra
23 Units in 32 gallon increments in accordance with Attachment B, provided that for two collection cycles
24 immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be
25 accepted with regular quantities of Compostables without extra charge. The City shall designate no
26 more than three storm events each calendar year.

27
28 The Contractor shall provide annual Christmas tree collection during the first two weeks of each year at
29 no additional charge for both Single-family and Multifamily Customers, including those Multifamily
30 Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g. no tinsel,
31 unflocked) trees up shall be collected without further preparation. Customers shall be required to cut
32 the trees into sections no longer than four feet and place trees in Compostable Carts wherever possible.
33 Trees collected under this program shall not be considered Yard Debris Extra Units subject to additional
34 fees. Christmas tree collection for Multifamily Complexes north of Forbes Creek Drive/NE 116th St shall
35 occur on Mondays and Thursdays and south of Forbes Creek Drive/NE 116th St on Tuesdays and Fridays
36 unless an alternative collection schedule is approved by Kirkland.

37
38 Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial
39 Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris
40 shall be placed in bags, bundles, or open cans.

41
42 The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage
43 collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and
44 shall return Containers in an upright position, with lids attached, to their set out location and out of the
45 public street

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Containers.

3.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request and remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Attachment B.

Multifamily Complex and Commercial Garbage may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as ~~directed~~ established by the City.

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

3.2.5.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and Commercial Customers requesting Containers.

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

3.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide Cart-based Compostables collection services on the City's approval to requesting Multifamily Complexes and Commercial Customers ~~using Detachable Containers for Garbage service.~~ The City's role will be to approve Multifamily Complex and Commercial Customer applications for composting service. The City will forward approved service requests to the Contractor for fulfillment and will be responsible for all Customer and tenant education, outreach, and material assistance. The City shall compensate the Contractor for the service at the rates in Attachment B and may choose to embed the service in Garbage rates.

3.2.6.1 Subject Materials

The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation

1 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be
2 tagged in writing in a prominent location with an appropriate problem notice explaining why the
3 material was rejected.

4 5 **3.2.6.2 Containers**

6
7 Carts or Food Mini-Cans shall be provided to Customers as part of the service at no additional charge.
8 Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial
9 Customers within three (3) days of a Customer's initial request.

10
11 The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at
12 the rates set forth in Attachment B:

- 13
14 1. One 35-gallon cart (weekly)
15 2. One 64-gallon cart (weekly or semi-weekly)
16 3. Two 64-gallon carts (weekly or semi-weekly)
17 4. One 96-gallon cart (weekly or semi-weekly)

18
19 For Multifamily Complex Customers, each service level shall be provided at each Garbage
20 enclosure/collection site as determined and requested by the City.

21 22 **3.2.6.3 Specific Collection Requirements**

23
24 Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-
25 weekly, as subscribed for and requested by Kirkland. Collections shall be made on a regular schedule on
26 the same day(s) of the week and as close to a consistent time as possible to minimize Customer
27 confusion. The Contractor's crews shall make collections in an orderly and quiet manner, and shall
28 return Containers after emptying to the same location as found, with their lids closed.

29
30 Carts shall be lined by the Contractor upon initial delivery as well as after each collection cycle. The
31 liners shall be approved by the Contractor's composting facility and shall be provided at no additional
32 cost to the Customer. The Contractor shall also provide free cleaning of containers for each customer at
33 least once per year.

34 35 **3.2.7 Drop-Box Container Garbage Collection**

36 37 **3.2.7.1 Subject Materials**

38
39 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in
40 accordance with the service level selected by the Customer.

41 42 **3.2.7.2 Containers**

43
44 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the
45 standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box
46 Containers shall be serviced, including Customer-owned compactors.

1 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty
2 containers by the Contractor to new and temporary Customers within three (3) business days after the
3 Customer's initial request.

4 5 **3.2.7.3 Specific Collection Requirements**

6
7 The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box
8 Containers on the same business day if the Customer's initial request is received by the call center
9 before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received
10 by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty
11 Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box
12 Containers shall be delivered to new Customers within one business day of their initial request.

13
14 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked
15 enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if
16 (1) the Customer requests that Contractor deliver material to a facility other than the closest King
17 County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material
18 under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer
19 in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be
20 payable by the Customer on account of such delivery(ies). ~~The Contractor may charge additional time or~~
21 ~~mileage only upon the Customer's prior approval and only when the Customer direct material to a facility~~
22 ~~other than the closest King County disposal facility.~~

23 24 **3.2.8 Temporary (Non-Event) Container Customers**

25
26 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and
27 Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary
28 Customers within twenty-four (24) hours after the Customer's initial request. The charges for temporary
29 Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and
30 disposal or processing for Recyclables or Compostables. No additional fees other than those included in
31 Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or
32 Compostables collection and shall not exceed ninety (90) days in duration. Customers requiring service
33 for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and
34 Compostables service.

35 36 **3.2.9 Special Event Services**

37
38 The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to
39 Customers sponsoring special events within the Service Area at the rates listed in Attachment B. The
40 Contractor shall provide such Customers with assistance in determining Container needs and signage for
41 Garbage, Recyclables, and Compostables at the special events, including site visits and technical
42 assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. The
43 Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a
44 summary of the volumes and tonnages of materials disposed of, and diverted for recycling and
45 composting.

The Contractor shall provide special event services as a bundle, with each event provided collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of the City.

3.2.10 City Services

The Contractor shall provide collection of all on-street Litter and Recyclables receptacles and solar-powered Garbage and Recycling kiosks within the City, as listed in Attachment E. For regular receptacles, collection shall occur not less than three (3) times each week and up to five (5) times each week, depending on season and need, at the discretion of the City. Collection of materials from solar-powered kiosks shall occur when full as notified by each unit's wireless fullness level notification software. Additional Litter and Recyclables receptacles and collection from additional solar-powered kiosks purchased by the City may be added to the Attachment E list at the City's discretion, at no additional charge. Containers, compactors and kiosks owned by the City or leased from the Contractor shall be maintained and serviced by the Contractor in accordance with the manufacturer's recommendations and costs of any service agreements shall be borne by the Contractor.

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all the City - owned municipal facilities as a part of this Agreement and at no additional charge. The service levels for each City facility listed may be changed at the City's discretion at no additional cost to the City. These As of the date herein, these facilities include, but are not limited to consist of the following:

| Facility | Service Address | Garbage | Recycling | Compost |
|------------------------------|------------------------------------|---------------------------|--|------------|
| City Hall | 123 5 th Avenue | 1 - 6yd 1x | 1 - 6yd 1x | 2 - 64g 1x |
| Cross Kirkland Corridor | Various | 11 - 32 gal | 11 - 32 gal | None |
| Everest Park | 500 8 th St S | 1- 4yd 3x | 1 - 4yd 3x | None |
| Fire Station 21 | 9816 Forbes Creek Drive | 1 - 2yd 1x | 3 - 96g 3x | 1 - 64g 1x |
| Fire Station 22 | 6602 108 th Ave NE | 1 - 2yd 1x | 2 - 96g 1x | 1 - 64g 1x |
| Fire Station 25 | 12033 76 th Pl NE | 1 - 2yd 1x | 1 - 2yd 1x | None |
| Fire Station 26 | 9930 124 th Ave NE | 1 - 2yd 1x | 3 - 96g 1x | 1 - 64g 1x |
| Fire Station 27 | 11210 NE 132 nd St | 1 - 3yd 1x | 1- 4yd 1x | None |
| Heritage Hall | 203 Market Street | TBD | TBD | TBD |
| Juanita Beach Park | 9703 Juanita Drive NE | 1 - 8yd 3x | 1 - 6yd 1x | 2 - 64g 1x |
| Kirkland Justice Center | 11750 NE 118 th St | 1 - 4yd 2x | 2 - 4yd 2x | 2 - 64g 1x |
| Kirkland Maintenance Center | 904 and 915 8 th Street | 1 - 20yd 7x/mo, 1- 2yd 1x | 1 - 6yd 1x, 1 - 3yd 1x, 1 - 64g 1x, 1 - 96g 1x | 1 - 64g 1x |
| Kirkland Teen Union Building | 354 Kirkland Avenue | TBD | TBD | TBD |
| Marina Park | Downtown Kirkland | TBD | TBD | TBD |
| North Kirkland | 12421 103 rd Ave NE | 1 - 2yd 1x | 1 - 1yd 1x | 1 - 64g 1x |

| | | | | |
|------------------------------------|------------------------------------|-------------------|-------------------|-------------------|
| <u>Community Center</u> | | | | |
| <u>Parks Maintenance Annex</u> | <u>1129 8th Street</u> | <u>1 – 96g 1x</u> | <u>1 – 96g 2x</u> | <u>1 – 64g 1x</u> |
| <u>O. O. Denny Park</u> | <u>12032 Holmes Point Drive NE</u> | <u>1 – 8yd 3x</u> | <u>None</u> | <u>None</u> |
| <u>Peter Kirk Community Center</u> | <u>352 Kirkland Avenue</u> | <u>1 – 8yd 3x</u> | <u>1 – 6yd 1x</u> | <u>1 – 64g 1x</u> |

| Facility | Service Address |
|---------------------------------|------------------------------------|
| 505 Market Building | 505 Market Street |
| City Hall | 123 5 th Avenue |
| City Hall Annex | 301 1 st Street |
| Cross Kirkland Corridor | Various |
| Everest Park | 500 8 th St S |
| Fire Station 21 | 9816 Forbes Creek Drive |
| Fire Station 22 | 6602 108 th Ave NE |
| Fire Station 25 | 12033 76 th Pl NE |
| Fire Station 26 | 9930 124 th Ave NE |
| Fire Station 27 | 11210 NE 132 nd St |
| Heritage Hall | 203 Market Street |
| Juanita Beach Park | 9703 Juanita Drive NE |
| Kirkland Justice Center | 11750 NE 118 th St |
| Kirkland Maintenance Center | 904 and 915 8 th Street |
| Kirkland Teen Union Building | 354 Kirkland Avenue |
| Marina Park | Downtown Kirkland |
| North Kirkland Community Center | 12421 103 rd Ave NE |
| Parks Maintenance Annex | 1129 8 th Street |
| O. O. Denny Park | 12032 Holmes Point Drive NE |
| Peter Kirk Community Center | 352 Kirkland Avenue |

The Contractor shall provide once-per-week neighborhood parks Garbage and Recycling can service for up to two cans per park (including the provision of plastic bags to line the receptacles). To facilitate collection, each receptacle shall be installed, at the City's expense, at a mutually agreed upon location no more than 20 feet from the City right-of-way. The parks include, but are not limited to, the following:

| Park | Service Address |
|-----------------------|--|
| Brookhaven | 9911 NE 128 th St |
| Carillon Woods | 5429 106 th Ave NE |
| Edith Moulton | NE 137 th St & 108 th Ave NE |
| Forbes Creek | 11615 NE 106 th Lane |
| Hazen Hills | NE 132 nd St & 121 st Ave NE |
| Highlands | 11210 NE 102 nd St |
| Houghton Neighborhood | 10811 NE 47 th St |

| | |
|---------------------------|--|
| Josten | 11140 NE 129 th St |
| Kingsgate | NE 140 th St & 116 th Ave NE |
| Kiwanis | 1405 10 th St W |
| Mark Twain | 10625 132 nd Ave NE |
| McAuliffe | 10824 NE 116 th St |
| North Rose Hill Woodlands | 9930 124 th Ave NE |
| Ohde Pea Patch | 11425 Ohde Avenue |
| Reservoir | 1501 3 rd Street |
| Rose Hill Meadows | 8212 124 th Ave NE |
| South Rose Hill | 12730 NE 72 nd St |
| Spinney Homestead | 11710 NE 100 th St |
| Terrace | 10333 NE 67 th St |
| Tot Lot | 111 9 th Avenue |
| Van Aalst | 335 13 th Avenue |
| Watershed | 4500 110 th Ave NE |
| Windsor Vista | NE 141 st St & 111 th Ave NE |

At any time during the Term of this Contract, the City may add up to five City facilities and up to five ~~two~~ additional City parks in addition to those listed above. ~~Additional Municipal facilities added during the~~ term of the Contract shall ~~also be provided~~ collection, ~~including new facilities developed within the~~ Service Area, as well as municipal facilities in future annexation areas covered by this Contract, provided that no more than two additional facilities or parks may be added per year without additional compensation to the Contractor.

In cases in which Garbage, Recyclables or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Attachment B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Compostables.

3.2.11 Community Events

The Contractor shall provide Garbage and Recycling services for the City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor.

The Contractor shall provide Garbage, Recycling, and Compostables collection services for up to six the ~~following~~ City or City-sponsored events each year at no charge to the City or users. Services and container capacity shall be coordinated with event staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor.

~~These events shall include, but not be limited to:~~

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- 1 ○ ~~Fourth of July Celebration~~
- 2 ○ ~~SummerFest~~
- 3 ○ ~~Neighborhood Association Picnics— Up to 15 picnics per year~~
- 4 ○ ~~Kirkland Downtown Association “Cleansweep”~~
- 5 ○ ~~Juanita Friday Farmers’ Market~~
- 6 ○ ~~Annual City Employee Recognition Celebration~~

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7

8 ~~At any time during the term of this Contract, the City may add City or City Sponsored Community Events~~
9 ~~in addition to those listed above, provided that if the City adds more than one event every year, the~~
10 ~~Contractor may negotiate compensation for those additional events.~~ Additional event services for
11 public (above the six provided at no cost each year) or all events conducted by private Customers shall
12 be charged at the rate listed in Attachment B. Rates are all-inclusive for delivery, setup and collection of
13 containers.

14

15 **3.2.12 On-call Bulky Waste Collection**

16

17 The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and
18 Commercial Customers.

19

20 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for
21 no more than the charge set forth in Attachment B to this Contract, with collection occurring no later
22 than five (5) business days after a Customer initial request.

23

24 Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours
25 prior to collection. The Contractor shall notify the Customer of the specific date that their item will be
26 collected, the charge that will be made to their next bill, and where the item should be placed for
27 collection.

28

29 The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by
30 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall
31 direct Customers to remove doors from refrigerators and freezers before collection and not to place
32 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

33

34 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,
35 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a
36 monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the
37 hours and days specified in Section 3.1.4, with the exception that Saturday collection is permissible if it
38 is more convenient for Customers. The Contractor’s crews shall make collections in an orderly, non-
39 disruptive and quiet manner.

40

41 **3.2.13 Excluded Services**

42

43 This Contract does not include the collection or disposal of Hazardous Waste.

44

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls, texts, chat, and e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Handling Commercial and Multifamily ~~Complex~~ Customer subscriptions and cancellations;
- Handling of ~~G~~garbage and ~~yard waste~~ ~~Compostables~~ ~~Extra~~ ~~Unit~~ credit appeals
- Handling of Single-Family Residential service changes as request by owner or tenant
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Maintaining and updating regularly as necessary a user-friendly internet website.
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Attachment B.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within twenty-five (25) miles of the City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. The holiday collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2

3.3.2.1 Customer Service Representative Staffing

1 During office hours, the Contractor shall maintain sufficient call center staff to answer and handle
2 complaints and service requests from all Customers without delay. If incoming telephone calls
3 necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service
4 demands. The Contractor shall provide and publicize a telephone number capable of handling service
5 related text messages.

6
7 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests
8 in a timely manner made by methods other than telephone, including letters, e-mails, text messages or
9 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints
10 and service requests in a timely manner, the Contractor shall increase staffing levels to meet
11 performance criteria.

12
13 The Contractor shall provide additional staffing during the transition and implementation period, and
14 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the
15 fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available
16 to minimize Customer waits and inconvenience. The Contractor shall receive no additional
17 compensation for increased staffing levels during the transition and implementation period. Staffing
18 levels during the transition and implementation period shall be subject to the City's prior review and
19 approval.

20 21 **3.3.2.2 City Customer Service**

22
23 The Contractor shall maintain staff that has management level authority to provide a point of contact
24 for the majority of inquiries, requests, and coordination covering the full range of Contractor activities
25 related to this Contract. Duties include, but are not limited to:

- 26
27 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily
28 Complexes, Commercial Customers, and special events;
- 29 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and
30 inquiries; and,
- 31 • Assisting the City with program development and design, research, response to inquiries, and
32 troubleshooting issues.

33
34 A Contractor-designated service expert shall be immediately accessible by staff to address emerging
35 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the
36 City's leaving or sending a message.

37
38 Should the Contract fail to meet the City expectations for customer service as described herein, the
39 Contractor shall be assessed performance fees in accordance with Section 5.1.

40 41 **3.3.2.3 Service Recipient Complaints and Requests**

42
43 The Contractor shall record all complaints and service requests, regardless of how received, including
44 date, time, Customer's name and address, if the Customer is willing to give this information, method of
45 transmittal, and nature, date and manner of resolution of the complaint or service request in a
46 computerized daily log. Any telephone calls received through the Contractor's non-office hours voice
47 mail or answering service shall be recorded in the log no later than the following business day.

1 The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all
2 complaints within twenty-four (24) hours of the original phone call, letter, or internet communication,
3 and service requests within the times established throughout this Contract for various service requests.
4 If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted
5 in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

6
7 The Customer service log shall be available for inspection by the City, or its designated representatives,
8 during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall
9 provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City
10 with the monthly report.

11 12 **3.3.2.4 Handling of Customer Calls**

13
14 All incoming telephone calls shall be answered promptly and courteously, with an average speed of
15 answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2)
16 minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be
17 place on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a
18 Customer service representative when calling the Contractor's Customer service telephone number
19 during office hours without navigating an automated phone answering system. An automated voice mail
20 service or phone answering system may be used when the office – both the Customer Service Office and
21 the Customer Service Center – is closed.

22
23 A Customer calling into the Customer service phone lines and placed on hold shall hear either the City -
24 specific messages or messages that are applicable and not misleading to Customers.

25 26 **3.3.2.5 Corrective Measures**

27
28 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the
29 telephone, the City may request the Contractor submit a plan to the City for correcting the problem.
30 Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the
31 corrective measures, except during the transition and implementation period from one (1) month prior
32 to the Date of Commencement of Service, through the end of the fourth month after the Date of
33 Commencement of Service, during which the Contractor shall have one (1) week to implement
34 corrective measures. Reasonable corrective measures shall be implemented without additional
35 compensation to the Contractor. Failure to provide corrective measures shall result in possible
36 performance fees for the Contractor.

37 38 **3.3.2.6 Contractor Internet Website**

39
40 The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day,
41 seven (7) days a week, containing information specific to the City's collection programs, including at a
42 minimum contact information, collection schedules, day of collection map that is dated as of the last
43 change and always current, material preparation requirements, available services and options, rates and
44 fees, inclement weather service changes, and other relevant service information for its Customers. The
45 website shall include an e-mail function for Customer communication with the Contractor, and the
46 ability for Customers to submit service requests and manage their services on-line. E-mailed Customer
47 service requests shall be answered within twenty-four (24) hours of receipt.

1
2 The website design shall be usability tested and then submitted to the City for approval a minimum of
3 three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall
4 be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide
5 among its local staff a knowledgeable and proficient website manager that is responsive to the City's
6 request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual
7 messages only shall be uploaded to the website within seventy-two (72) hours of the time of the
8 request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-
9 sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a
10 Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and
11 not more than six (6) hours from of the time of request. Changes requested by the City that include a
12 graphical component must be uploaded to the website within ten (10) days of the time of the request.

13
14 The Contractor shall update the website monthly, and more often if necessary, and provide links to the
15 City's website, checking on a regular basis that all links are current. The website shall include
16 information requested by the City translated into a minimum of four (4) languages other than English,
17 including Spanish, Chinese, Russian, and one other language to be identified by the City. Upon the City's
18 request, the Contractor shall provide a website utilization report indicating the usage of various website
19 pages and e-mail option.

20 21 **3.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

22
23 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services
24 available to Customers, including the various services available to Single-Family Residence, Multifamily
25 Complex and Commercial Customers. For new Customers, Customer service representatives shall
26 explain all Garbage, Recyclables, and Compostables collection options available depending on the sector
27 the Customer is calling from. For existing Customers, the representatives shall explain new services and
28 options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and
29 other Customer concerns. Customer service representatives shall be trained to inform Customers of
30 Recyclables and Compostables preparation specifications. City policy questions shall be immediately
31 forwarded to the City for response.

32
33 The Contractor's Customer service representatives shall have instantaneous electronic access to
34 Customer service data and history to assist them in providing excellent customer service. The Contractor
35 shall provide the City with internal customer service representative training and support information
36 specific to the City to allow the City to review and check information provided to customer service
37 representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved
38 in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

39 40 **3.3.2.8 Customer Communications**

41
42 All Customer communications (other than routine service and billing interactions with individual
43 Customers) shall be reviewed and approved by the City before distribution.

44
45 The City and Contractor recognize that Customer preferences for their method of communication may
46 change during the Term of this Contract and agree to adjust customer service expectations to match
47 Customer preferences. For example, if call traffic to the Contractor's telephone-based call center

reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

3.3.3 Contractor's Customer Billing Data Responsibilities

The Contractor shall be responsible for providing electronic customer billing data to the City in a format and on a schedule that is compatible with the City's billing system and procedures. The City bills its utility customers every two months. In order to manage the billing processes and cash flow, the City currently bills in eight cycles (1-8), subject to change by the City. Cycles 3, 6, 8 are billed every even month; Cycles 1, 2, 4, 5, and 7 are billed every odd month. The Contractor shall supply information to the City sorted by the City's individual billing cycle. This format and procedure may change during the term of the Contract and any such changes by the City shall be accommodated by the Contractor at its sole cost.

The Contractor shall be required to have procedures in place to minimize the potential for the loss or damage of the account servicing (customer service, service levels, and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and stored off-site. At the City's request, the Contractor shall also provide the City with a copy of the full customer service database via e-mail on a monthly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational programs, analyze service level shifts or rate impacts, or to provide information to successor contractors.

Upon five (5) working days written notice, the Contractor shall provide the City with a paper and/or electronic copy of the requested customer information and history, including, but not limited to, customer addresses, service levels and current account status.

3.3.3.1 Single-Family Residential Billing

The City will prepare and send out bills to its ~~R~~esidential ~~C~~ustomers. The Contractor shall provide the City with billing information that will be downloaded as specified in subsections (A), (B), and (C) as follows:

A. Residential Variable Rates

Each month, the City shall generate from its billing system a summary report of the number of Residential accounts at each Single-Family Residential service level, as listed Attachment ~~B~~~~C~~. By the 20th of each month, the City will submit this report to the Contractor. The Contractor shall use this report to generate a monthly bill to the City and to verify the number of accounts at each service level. The Contractor shall compare the Contractor's and City's residential service level counts each month. If there are discrepancies between the City's and Contractor's records, the Contractor shall resolve these discrepancies with City Utility Billing staff within the billing period. The Contractor shall work with the ~~C~~ustomer and the City regarding service disputes which affect billing and determine whether credits or adjustments are due to the City and forwarded to the ~~C~~ustomer. A report of all adjustments to ~~C~~ustomer accounts shall be submitted to the City on a weekly basis.

At the City's request, the Contractor shall submit on a weekly basis, a billing worksheet (electronic copy) to the City that shall include a listing of all City Single-Family Customers containing:

- Customer Name
- Service Address
- Contractor Reference Number
- City Reference Number
- Level of Service
- Contractor Cost Wholesale Rate to City
- City Cost Retail Rate to Customer
- Total Cost Charge to City
- Number of "extra" Bags Extra Units Collected in that Month.
- Number of CFL Bags Collected in that Month

B. Billing for "Extra" Garbage

The Contractor shall submit by ~~the~~ 8:00 ~~AM a.m.~~ each on the Wednesday of each week and ~~at the~~ end second workday of each month, a text file of "extra" charges, both for extra bags of Garbage and extra bags of Compostable materials, recorded during the previous week and month. These weekly and monthly submittals must be sorted by the City's billing cycles (currently eight (8)), in individual files by cycle. The files shall include:

- Customer Name
- Service Address
- Quantity of Extra Units of Garbage
- Quantity of Extra Units of Compostables
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City
- ~~City Cost~~
- ~~Total Cost~~
- City Reference Number

C. Tracking and Communicating Customer Service Levels

The Contractor shall receive all customer service change information directly from existing Customers, including receiving the Customer's request and logging the change. The Contractor shall submit by 8:00 AM each Wednesday, a text file of customer service changes recorded during the previous week and at the end of each month for changes recorded for the previous month. The City shall handle all *new* account set-ups and will communicate these to the Contractor similarly on a daily basis by service requests faxed to the Contractor.

The weekly service level change report must contain this information:

- City Reference Number
- Date Account Changed
- Customer Name

- Service Address
- Service Changed To
- Service Code
- Reason
- Description
- Billing Cycle

3.3.3.2 Multifamily Complex and Commercial Billing

The Contractor shall handle all Multifamily Complex and Commercial billing requests including change of ownership (closing accounts, opening new accounts) and change of service levels. The Contractor shall accurately manage and communicate the Multifamily Complex and Commercial customer service levels and billing information database for review by the City at any time. The Contractor shall submit a complete list of Customers, their service address, and level of service in a monthly report to the City. Any changes from the previous month's report shall be highlighted on this report for easy retrieval.

Each account shall be assigned a City reference number. The Contractor-City shall ensure that all new accounts are assigned an appropriate City reference number and billing cycle by City billing staff and that this number is included in all relevant transactions.

Six (6) separate electronic text documents and one .pdf, all sorted by billing cycle (City reference number), shall be submitted to the City on a monthly basis. The number of files is subject to change based upon the number of billing cycles established. Information shall include:

- Business Customer Name
- Service Address
- City Reference Number
- Contractor reference number
- Level of Service
- Dates of Service
- Quantity
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City per cycle
 - Contractor Cost
 - City Cost
 - Total Cost per Cycle

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. ~~At the City's request, the Contractor shall also provide the City with a copy of the Customer service database by e-mail or electronic media on a monthly basis. The City shall have unlimited rights to use the Customer service database, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.~~

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Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no cost to the City. In addition, the Contractor shall allow staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and Customer charges and payments.

3.3.4.1 Monthly Reports

On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include:

1. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Compostables, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
2. A tabulation of the number of Single-Family, Commercial, and Multif-Family Complex accounts by service level/Container size, and service frequency.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within twenty-thirty (3-20) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as Kirkland may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multif-Family Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain

Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.

6. A summary of Recyclables quantities, market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing locations and fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services
10. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
11. A description of Contractor activities and tonnages related for city services and events.
12. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.
13. A summary of Customer metrics consistent with the fee reporting requirements of the Local Hazardous Waste Management Program for the purpose of paying quarterly fees.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.

4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size ~~and serial number~~ of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
11. A summary of Customer usage of the annual curbside cleanup program.

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) ad-hoc reports each year, at no additional cost to the City. These reports may include Customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software compatibility. These reports shall not require the Contractor to expend more than two hundred (200) staff hours per year to complete.

3.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of

1 the Contract. Information received by the City shall be subject to existing laws and regulations regarding
2 disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

3 4 **3.3.5 Promotion and Education**

5
6 The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for
7 developing, designing, executing, and distributing public promotion, education, and outreach programs.
8 The Contractor shall also have primary responsibility for Customer recruitment, providing annual
9 service-oriented information and outreach to Customers, including providing on-site Commercial
10 Recycling and Compostables technical assistance, distributing City-developed promotional and
11 educational pieces at the City's direction, and implementing on-going recycling promotions, education,
12 and outreach programs at the direction of the City. All written materials, Customer surveys and other
13 general communications provided to Customers by the Contractor shall be approved in advance by the
14 City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and
15 education program for the following year, including adjustments in materials and/or targeted audiences.
16 The City may elect to assist the Contractor with development of promotional material layout and text, as
17 staff time allows, otherwise the Contractor shall be responsible for all design and development work,
18 subject to City approval.

19
20 Each year, the Contract shall print and deliver an annual comprehensive service guide to each Single-
21 Family Residential and Multifamily Complex customer which shall include, at a minimum, information
22 on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal
23 options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information;
24 and any other pertinent information.

25
26 The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites
27 to encourage recycling participation, address concerns, space or contamination problems, provide
28 outreach to residents, and inform the manager or owner of all available services and ways to decrease
29 Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or
30 consultants hired to conduct outreach and education, and provide technical assistance.

31
32 The Contractor shall, at the City's request, address concerns, space or contamination problems, and
33 offer additional education or training to tenant businesses. The Contractor's educational efforts to
34 Commercial Customers shall include offering to perform no-cost waste audits to determine areas that
35 need improvement, developing and covering the cost of stickers or signage for interior collection
36 containers, and delivering Commercial Customer program packets to the Commercial Customers or their
37 tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor
38 shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach
39 and education, and provide technical assistance.

40
41 The Contractor shall, upon the approval of the City and the request of a Commercial Customer or a
42 tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to
43 review existing services, determine recycling potential, and assess space constraints for additional
44 Containers.

45
46 Any additional promotional, educational, and informational materials provided by the Contractor to
47 Customers in connection with the Contract shall be designed, developed, printed, and delivered by the

Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

4. COMPENSATION

4.1 Compensation to the Contractor

The Contractor shall be paid monthly, by the fifteenth (15th) of the following month based on the documented and verifiable Contractor collection records provided that month for Multifamily ~~Complex~~ and Commercial Customers and any extra charges and for Single-Family Residence Customers as outlined in Section ~~32~~.3.3.1(A). These payments will comprise the entire compensation due to the Contractor for permanent collection services. The Contractor shall separately invoice and collect payment directly from ~~C~~eustomers for temporary Detachable Container and Drop-box Container services. ~~These charges~~The Contractor shall be compensated at the rates provided in Attachment B, as such may be adjusted in accordance with this Contract, ~~include the following components~~which rates are inclusive of the following costs:

- a) The Contractor's Garbage collection fee for the particular service level
- b) A disposal fee component for the particular service level based on the container weights specified in the Contractor's proposal and listed in Attachment B. Actual certified load weight in tons multiplied by the King County tipping fee plus fifteen percent (15%) applicable to the Container contents shall be used for Drop-box Garbage Container services.
- c) Recycling collection charges for each sector (e.g. Single-Family Residential, Multifamily Complex Residential, and Commercial Customers)
- d) For Single-Family rates only, Compostables collection costs

1
2 e) The costs of Recycling Carts, Compostables Carts, Garbage Carts, Food Mini-cans and
3 Multifamily/Commercial Recycling Carts, and Detachable Containers used for Garbage or Commercial
4 Recyclables, but not including Drop-boxes for which separate rental charges shall be assessed Other
5 ancillary services shall be charged at the rates shown in Attachment B, as such may be adjusted in
6 accordance with this Contract. City, County and State solid waste taxes shall be itemized separately and
7 added to the charges listed in Attachment B, if applicable. The Contractor shall not charge separately for
8 Recyclables or Single Family Residential Yard Debris collection services, other than those beyond the
9 limits set forth in this Contract.

10
11 Should the City initiate any program that bans materials (other than Yard Debris) or penalizes the
12 customer for the composition of such customer's waste stream, the rates shall be adjusted to make the
13 effect on revenue neutral to the Contractor.

14
15 The Contractor shall be responsible for monitoring service level usage for all customers and for
16 subsequently billing the City based on that usage, in accordance with the fees provided in Attachment B,
17 Contractor Charges. The City reserves the right to institute incentive rate structures for its customers
18 independently of the fees paid to the Contractor for each service level.

19
20 The City is responsible for billing the Customer and assumes all collection risk and other bad debt. The
21 City shall compensate the Contractor for the services actually performed by Contractor under this
22 Contract, regardless whether the City obtains payment from the Customer.

23
24 In the event that the Contractor or a Customer desires solid waste-related services not specifically
25 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
26 writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs.
27 Upon the City's written approval, the Contractor may provide the requested services and,
28 notwithstanding the provisions of Section 7.12, may be authorized to directly invoice the Customer the
29 Contractor's retail rate for those services. In no case shall the Contractor provide unauthorized services
30 or charge unauthorized rates.

31
32 The City provides Senior low-income and/or disabled resident discounts to certain Single-family
33 Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with an
34 initial list of eligible accounts and shall provide the Contractor with provisions of the City's ordinance so
35 that the Contractor may implement the policy for Customers requesting the discount in the future. The
36 Contractor's compensation from the City will not be reduced for those Customers.

37 38 **4.2 Compensation Adjustments**

39 40 **4.2.1 Annual CPI Modification**

41
42 The Contractor's collection service charges and miscellaneous fees and Contract options contained in
43 Attachment B, excluding waste disposal fees, for each level of service shall increase each year by one
44 hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the
45 Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and
46 Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States
47 Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on

1 the twelve (12) month period ending June 30th of the previous year that the request for increase is
2 made. For example, an adjustment to the Contractor's collection service charge for 2018 will be based
3 on the CPI for the twelve (12) month period ending June 30, 2017.

4
5 In the event that the CPI index series decreases year-to-year, the service component of Contractor rates
6 shall remain unchanged, and the successive year's adjustment shall be based on the most recent June
7 30th CPI index value which yielded a positive year-to-year adjustment. In the event that the CPI index
8 series increases over six percent (6%) year-to-year, the actual adjustment used shall be capped at six
9 percent (6%).

10
11 Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01).
12 Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

13
14 The Contractor's compensation shall be adjusted annually, beginning January 1, 2019. The Contractor
15 shall submit in writing and electronic form to the City for review and verification a Rate Adjustment
16 Statement, calculating the new rates for the next year, on or by October 1st of each year, starting
17 October 1, 2018. In the event that the Contractor does not submit a Rate Adjustment Statement by
18 October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best
19 available information as of October 1st of that year for the applicable period and the Contractor shall
20 lose the right to appeal this action. On the City's review and verification, the new rates shall take effect
21 on January 1st of the following year. An example of rate adjustments due to Consumer Price Index
22 changes is provided in Attachment D.

23 24 **4.2.2 Changes in Disposal Fees**

25
26 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in
27 County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component
28 of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal
29 fee applied to the disposal components included in Attachment B of this Contract. Disposal fee changes
30 shall be effective on the date of the County's implementation, provided that the Contractor has
31 provided Customers proper notification of the change in accordance with State law.

32
33 An example of rate modifications due to disposal fee changes is provided in Attachment D.

34 35 **4.2.3 Changes in Disposal or Compostables Processing Sites**

36
37 If the Contractor is required by the City or other governmental authority to use Garbage disposal or
38 Compostables processing sites other than those being used at the initiation of this Contract, the
39 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost
40 or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a
41 case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to
42 the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to
43 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs
44 or savings. ~~The City and Contractor agree to negotiate in good faith any changes to the rates to offset~~
45 ~~these costs or savings.~~

1 If the County's Houghton Transfer Station becomes unavailable for more than one week and the
2 Contractor is required to haul Garbage to an alternative County disposal location in excess of ten (10)
3 miles from the intersection of NE 112th St and 108th Avenue NE, the Contractor shall be allowed
4 additional compensation at the WUTC rate per mile per truck trip above the ten (10) mile limit. The
5 amount of per mile compensation and the formula for how the compensation is applied (other than the
6 ten (10) mile threshold) shall be applied in accordance with the then-current WUTC tariff for the
7 Contractor's WM Sno-King WUTC tariff.

8
9 If the Contractor is no longer be able to find a processing site for all collected Compostables, after a
10 good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop
11 the collection of affected components of Compostables, such as Food Scraps, from the Contract and the
12 City and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If
13 the Contractor is subsequently able to find a processing site for Compostables or the site that was
14 originally used for processing Compostables is able to resume taking the dropped materials, the City
15 reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate
16 reduction for the reduction in service.

17 18 **4.2.4 Other Modifications**

19
20 Except as otherwise expressly provided for by the Contract, tThe Contractor shall not adjust or modify
21 rates due to employee wage increases, changes in Compostables processing fees, changes in commodity
22 value, Garbage collection service level shifts, or other changes affecting the collection system.

23
24 In the event that unforeseen temporary market circumstances prevents or precludes compliance with
25 the recycling ~~and composting~~ requirements of Section 3.1.11 the Contractor may request a temporary
26 adjustment or other relief from the requirements of that Section 3.1.11. The City may request any and
27 all documentation and data reasonably necessary to evaluate such request by the Contractor, and may
28 retain, at its own expense, an independent third party to audit and review such documentation and such
29 request. If such third party is retained, the City shall take reasonable steps, consistent with State law, to
30 protect the confidential or proprietary nature of any data or information supplied by the Contractor.

31
32 The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon
33 the City's review of the Contractor's request, the City shall approve or deny the request, at its sole
34 discretion.

35
36 If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in
37 good faith negotiations to determine a mutually acceptable course of action, including but not limited to
38 eliminating the materials from the list of Recyclables, changing Customer preparation requirements,
39 modifying Contractor rates, or any other mutually-agreeable solution.

40 ~~The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon~~
41 ~~the City's review of the Contractor's request, the City shall approve or deny the request, at its sole~~
42 ~~discretion.~~

43 44 **4.2.5 New or Changes in Existing Taxes**

1 If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing
2 taxes (other than federal taxes) are changed, or new road or bridge tolls necessarily affecting the
3 Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and
4 the impact of these changes results in increased or decreased Contractor costs in excess of ten thousand
5 dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the
6 adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that
7 the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any
8 resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the
9 Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine
10 whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollar
11 (\$10,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the
12 amount and the method of adjustment. If new municipal, county, regional or Washington State taxes or
13 fees are imposed or the rates of existing taxes are changed after the Date of Execution of this Contract,
14 and the impact of these changes results in increased or decreased Contractor costs in excess of ten
15 thousand dollars (\$10,000) annually, the Contractor and the City shall enter into good faith negotiations
16 to determine whether compensation adjustments are appropriate for the amount exceeding the ten
17 thousand dollar (\$10,000) threshold and if so, to determine the amount and the method of adjustment.
18

19 ~~In the event that new road or bridge tolls are implemented that affect the Contractor's operations under~~
20 ~~this Contract following its Date of Execution, the City and Contractor agree to enter into good faith~~
21 ~~negotiations to adjust compensation accordingly, without meeting the ten thousand dollar (\$10,000)~~
22 ~~cost threshold referenced in the preceding paragraph.~~
23

24 **4.2.6 Changes in Service Provision**

25
26 In the event that either the Contractor or the City initiates any changes in how Contract services are
27 provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall
28 promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30)
29 days of the subject change so that the City and the Contractor's Customers shall receive the benefit of
30 fifty percent (50%) of the cost savings.
31

32 **4.3 Change in Law**

33
34 Except to the extent addressed otherwise in this Contract, cChanges in federal, State, or local laws or
35 regulations that result in a detrimental change in circumstances or a material hardship for the
36 Contractor in performing this Contract may be the subject of a request by the Contractor for a rate
37 adjustment, subject to review and approval by the City, ~~at the City's sole option~~ such approval not to be
38 unreasonably withheld. If the City requires review of financial or other ~~proprietary~~ information in
39 conducting its rate review under this provision, then, at the request of the Contractor, the City ~~shall~~ may
40 retain a third-party to review such information at the Contractor's expense, ~~and may take any other~~
41 taking whatever steps it deems appropriate are reasonably feasible, appropriate and lawful to protect
42 the ~~confidential nature of~~ Contractor's documents ~~and preserve the Contractor's ongoing ability to~~
43 ~~remain competitive~~ identified as confidential and proprietary by the Contractor.
44

45 **5. FAILURE TO PERFORM, REMEDIES, TERMINATION**

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include:

| | Action or Omission | Performance fees |
|---|---|--|
| 1 | Collection before or after the times specified in Section 3.1.3, except as expressly permitted in writing. | Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident). |
| 2 | Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations. | Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day. |
| 3 | Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident. | The cost of cleanup to the City, plus five hundred dollars (\$500) per incident. |
| 4 | Observed leakage or spillage from Contractor vehicles or of vehicle contents. | Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs. |
| 5 | Failure to replace a leaking Container within twenty-four (24) hours of notification. | One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced. |
| 6 | Failure to collect missed materials within one (1) business day after notification. | Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day. |
| 7 | Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement | Two hundred fifty dollars (\$250) per block segment if collection is |

| | Action or Omission | Performance fees |
|----|---|---|
| | weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses. | performed the following day; one thousand dollars (\$1,000) if not collected by the following day. |
| 8 | Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes. | One thousand- dollars (\$1,000) per incident. |
| 9 | Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection. | One hundred dollars (\$100) per incident. |
| 10 | Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service. | One hundred dollars (\$100) per incident. |
| 11 | Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service. | Twenty-five dollars (\$25) per incident. |
| 12 | Misrepresentation by Contractors in records or reporting. | Five thousand dollars (\$5,000) per incident. |
| 13 | Failure to provide the required annual report on time. | Five hundred dollars (\$500) per day past deadline. |
| 14 | Failure to maintain clean, sanitary and properly painted Containers, | Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection. |
| 15 | Failure to maintain contract-compliant vehicles | Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection. |
| 16 | Failure to meet Customer service answer and on-hold time performance requirements. | One hundred dollars (\$100) per day. |
| 17 | Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months. | Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days. |
| 18 | Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service. | Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service. |
| 19 | Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers. | Fifty dollars (\$50) per incident, with no maximum. |
| 20 | Failure to separate collection of materials from Service Area Customers from non-service area customers. | Five thousand dollars (\$5,000) per route per day. |

| | Action or Omission | Performance fees |
|----|--|--|
| 21 | Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.13. | One hundred dollars (\$100) per placard per vehicle per day. |
| 22 | Inability to reach the Contractor's staff via the emergency telephone number. | Two hundred-fifty dollars (\$250) per incident. |
| 23 | The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers. | Fifty dollars (\$50) per Container. |
| 34 | Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website. | Two hundred-fifty dollars (\$250) per day, with no maximum. |

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 5.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City's decision shall be final.

5.2 Contract Default

The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 3.1.19;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;

- 1
- 2 5. The Contractor fails to make any required payment to the City, as specified in this Contract;
- 3
- 4 6. The Contractor is assessed performance fees pursuant to Section 5.1 in excess of fifteen
- 5 thousand dollars (\$15,000) during any consecutive six (6) month period; or
- 6
- 7 7. The Contractor fails to resume full service to Customers within twenty-one days following the
- 8 initiation of a labor disruption pursuant to Section 3.1.19.
- 9

10 The City reserves the right to pursue any remedy available at law or in equity for any default by the

11 Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of

12 its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise

13 (including but not limited to a hazard to public health or safety or the environment) that does not allow

14 ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to

15 exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or

16 initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good

17 faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure

18 the stated reason within the stated period, or does not undertake efforts satisfactory to the City to

19 remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

20

21 If the Contractor abandons or violates any portion-material provision of this Contract, fails to fully and

22 promptly comply with all its obligations, or fails to give any reason satisfactory to the City for

23 noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then

24 declare the Contractor to be in default of this Contract and notify the Contractor of the termination of

25 this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's

26 performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue

27 the services provided under this Contract. The surety of the Contractor's performance bond may, at its

28 option, within ten (10) days from such written notice, assume the services provided under this Contract

29 that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in

30 compliance with the terms and conditions of the Contract, and all documents incorporated herein.

31

32 In the event that the surety on the Contractor's performance bond fails to exercise its option within the

33 ten (10) day period, the City may complete the services provided under this Contract or any part

34 thereof, either through contract with another party or any other means.

35

36 The City shall be entitled to recover from the Contractor and the surety on the Contractor's

37 performance bond as damages all expenses incurred, including reasonable attorneys' fees, together

38 with all such additional sums as may be necessary to complete the services provided under this

39 Contract, together with any further damages sustained or to be sustained by the City. A surety

40 performing under this Contract shall be entitled to payment in accordance with this Contract for

41 Contract services provided by the surety, and shall otherwise be subject to the same rights and

42 obligations with respect to the Contract services furnished by the surety as would be applicable if the

43 Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract

44 services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments

45 for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default.

46

1 If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental
2 costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor
3 and the surety on the Contractor's performance bond.
4
5

6. NOTICES

7
8 All notices required or contemplated by this Contract shall be in writing and personally served or mailed
9 (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by
10 the City:

11 To the City:

12 **John MacGillivray**
13 Solid Waste Programs Supervisor
14 Public Works Department
15 City of Kirkland
16 123 5th Avenue
17 Kirkland, WA 98033
18

19 To Contractor:

20
21
22
23 Copies to:
24
25
26
27
28
29
30
31
32
33

7. GENERAL TERMS

7.1 Collection Right

38 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall
39 contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out
40 in the regular collection locations within the City Service Area. The City, by ordinance or other
41 regulation, or by other effective means, will make unlawful the provision by any third party of any of the
42 services to which the Contractor has the right by this Contract to be the exclusive provider. When asked
43 by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor
44 under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the
45 expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or
46 joinder in such litigation is necessary for the protection of such rights. The Contractor may
47 independently enforce its rights under this Contract against third party violators, including, but not

1 limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such
2 enforcement actions brought by the Contractor (without obligating the City to join any such litigation,
3 except for as provided in this paragraph). Such efforts may include but not be limited to cease and
4 desist letters, assistance with documenting violations, and other activities as City staff time reasonably
5 allows.~~The Contractor shall be the exclusive provider with which the City shall contract to collect~~
6 ~~Garbage, Recyclables and Compostables placed in designated Containers and set out in the regular~~
7 ~~collection locations within the Service Area. The City shall not be obligated to join, contribute to or~~
8 ~~instigate litigation to protect the right of the Contractor.~~

10 This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the
11 generator; to Source-separated materials hauled by common or private carriers (including drop-off
12 recycling sites); or to construction/demolition waste hauled by self-haulers or construction or
13 demolition contractors in the normal course of their business.

15 The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage,
16 Recyclables, and Compostables once these materials are placed in Contractor-provided or the City -
17 owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or
18 Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be
19 the financial responsibility of the Contractor.

21 **7.2 Access to Records**

23 The Contractor shall maintain in its local office full and complete operations, Customer, financial, and
24 service records that at any reasonable time shall be open for inspection and copying for any reasonable
25 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)
26 years thereafter, maintain in an office in King County reporting records and billing records pertaining to
27 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting
28 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but
29 shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional
30 and deleted services provided under this Contract. The City shall be allowed access to these records for
31 audit and review purposes, subject to the same protections of the Contractor's financial or other
32 proprietary information set forth in Section 4.3.

34 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and
35 Compostables on request within two (2) business days of the request. The weight slips may be
36 requested for any period during the Term of this Contract.

38 ~~All records maintained hereunder are subject to disclosure under Washington's Public Records Act,~~
39 ~~Chapter 42.56 RCW.~~

41 **7.3 Insurance**

43 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or
44 exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The
45 cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7.3.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.

7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- 1
2 4. Contractor's Pollution Liability insurance shall be written with limits no less than five million
3 dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal
4 injury, property damage, cleanup costs, and legal defense expense.
5

6 **7.3.3 Other Insurance Provisions**
7

8 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile
9 Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:
10

- 11 1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its
12 officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage
13 maintained by the City shall be in excess of the Contractor's insurance and shall not contribute
14 with it. The City, its officials, employees, and volunteers shall be named as certificate holders
15 and additional insured's on the Contractor's insurance policy.
16
17 2. Coverage shall state that the Contractor's insurance shall apply separately to each insured
18 against whom claim is made or suit is brought, except with respect to the limits of the insurer's
19 liability.
20
21 3. Each insurance policy required by the insurance provisions of this Contract shall provide the
22 required coverage and shall not be suspended, voided, or canceled except after thirty (30) days
23 prior written notice has been given to the City. Such notice shall be sent directly to the City. If
24 any insurance company refuses to provide the required notice, the Contractor or its insurance
25 broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance
26 immediately on receipt of insurers' notification to that effect.
27

28 **7.3.4 Acceptability of Insurers**
29

30 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.
31

32 **7.3.5 Verification of Coverage**
33

34 The Contractor shall furnish the City's Risk Manager and City Attorney Department with original
35 certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the
36 additional insured endorsement, evidencing the insurance requirements of the Contractor at least a
37 month before the Date of Commencement of Service of this Contract.
38

39 **7.3.6 Subcontractors**
40

41 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate
42 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject
43 to all of the same insurance requirements as stated herein for the Contractor, including the requirement
44 that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's
45 insurance policy.
46

7.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of two million dollars (\$2,000,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

7.5.1 Indemnify and Hold Harmless

Each Party, its officers, employees, volunteers and agents, shall indemnify, hold harmless and defend the other Party, its officers, employees, volunteers and agents, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees, related to injuries, sickness or the death of any person, or damage to or destruction of any property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, "Claims") arising out of, in connection with, or incident to the work and services performed under this Contract to the extent of such indemnifying Party's negligence; provided, however, that:

1. The indemnifying Party's obligation to indemnify, hold harmless and defend shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the non-indemnifying Party; and
2. It is specifically and expressly understood and agreed that the indemnification obligations of the Contractor hereunder constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes hereunder.

~~The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, related to injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively, "Claims"), arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:~~

~~1. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to Claims caused by or resulting from the sole willful or negligent actions or omissions of the City, its officers, agents, or employees.~~

~~2. The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the~~

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~~Contractor and the City, its officers, agents or employees, shall apply only to the extent of the Contractor's negligence.~~

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing Section 7.5.

7.5.2 Industrial Insurance Immunity Waiver

~~With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.~~

7.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof prepared in performance of this Contract (the "documents") and maintained or used by the City may be public records subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing regarding the public records request. Consistent with its obligations under the PRA, the City will give the Contractor up ten (10) business days after such notification within which to seek a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract are a public record under the Public Disclosure Act, Chapter 42.56 RCW.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the

1 prior written approval of the surety of the Contractor's performance bond and providing at least thirty
2 (30) day's prior written notice to the City of such assignment or pledge together with a copy of the
3 surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its
4 sureties from any obligations or liabilities arising under or because of this Contract. The requirements of
5 this section shall not apply to the grant of a general security interest in the Contractor's assets to secure
6 the Contractor's obligations under any loan or credit facility entered into by the Contractor or the
7 Contractor's parent.

9 **7.7.2 Assignment, Subcontracting, Delegation of Duties**

10
11 The Contractor shall not assign or sub-contract any of the services provided under this Contract or
12 delegate any of its duties under this Contract that directly affect Customers or the City without the prior
13 written approval of the City, which may be granted or withheld in the City's sole discretion.

14
15 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain
16 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or
17 other obligor shall also become responsible to the City for the satisfactory performance of the services
18 to be provided under this Contract. The City may impose conditions of approval on any such assignment,
19 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,
20 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to
21 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,
22 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.
23 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this
24 clause.

25
26 Supplier agreements for composting services, vehicles, part, fuels, and other general supplies are
27 exempt from this reporting requirement.

28
29 For the purposes of this Contract, any change of control of the Contractor shall be considered an
30 assignment subject to the requirements of this section. Nothing herein shall preclude the City from
31 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and
32 releasing the previous ownership of all obligations and liability.

34 **7.7.3 ~~Merger or Sale of Contractor Operations~~Change of Trade Name**

35
36 In the event the Contractor wishes to change the trade name under which it does business under this
37 Contract, the Contractor shall designate to the City the name, logo, and colors under which it will be
38 doing business in writing to the City at least thirty (30) days prior to the effective date of its change of
39 trade name. Within a reasonable period following a change of trade name by the Contractor, all items,
40 logos, articles, and implements seen by the public shall be changed, including but not limited to
41 letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items.
42 Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or
43 colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the
44 terms of this section shall result in penalties assessed against the Contractor in accordance with Section
45 5.1.~~In the event the Contractor undergoes a name change for any reason, the name change as perceived~~
46 ~~by the public shall be completed within one (1) year from the effective date of the legal name change.~~
47 ~~The Contractor shall designate the name, logo, and colors under which it will be doing business in~~

1 ~~writing to the City within thirty (30) days of the effective date of the legal name change. All items, logos,~~
2 ~~articles, and implements seen by the public shall be changed, including but not limited to letterhead,~~
3 ~~signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles~~
4 ~~are the only exception; vehicles must be repainted with new name, logo, and colors within two (2) years~~
5 ~~of the effective date of the legal name change.~~

6 7 **7.8 Laws to Govern/Venue**

8
9 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
10 performance. Venue shall be in Superior Court in the State of Washington for King County, located in
11 Seattle.

12 13 **7.9 Compliance with Applicable Laws and Regulations**

14
15 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to
16 the work to be done under this Contract. Any violation of the provisions of this section shall be
17 considered a violation of a material provision of this Contract and shall be grounds for cancellation,
18 termination, or suspension of the Contract by the City, ~~in whole or in part,~~ and may result in ineligibility
19 for further work for the City.

20
21 The Contractor agrees not to discriminate against any employee or applicant for employment or any
22 other persons in the performance of this Contract because of race, religion, creed, color, national origin,
23 marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by
24 federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without
25 limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal
26 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor
27 agrees to post in conspicuous places, available to employees and applicants for employment, notices to
28 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

29
30 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial
31 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from
32 time-to-time must be complied with, including ergonomic and repetitive motion requirements. The
33 Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for
34 the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also
35 responsible for meeting all local, state, and federal health and environmental regulations and standards
36 applying to the operation of the collection and processing systems used in the performance of this
37 Contract.

38
39 The Contractor is specifically directed to observe all weight-related laws and regulations in the
40 performance of these services, including axle bridging and loading requirements.

41 42 **7.10 Permits and Licenses**

43
44 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied
45 by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary
46 to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

1 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
2 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income
3 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all
4 persons, facilities, property, income, equipment, materials, supplies, or activities related to the
5 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and
6 unemployment benefits.

7 **7.11 Relationship of Parties**

8
9
10 The City and Contractor intend that an independent contractor relationship shall be created by this
11 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,
12 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or
13 representative of the City, ~~except that the Contractor shall be the City's billing agent as provided in~~
14 ~~Section 3.3.3 and the Billing Operations Plan.~~

15 16 **7.12 Contractor's Relationship with Customers**

17
18 The Contractor shall not separately contract with Customers for any services covered under this
19 Contract; however, the Contractor may negotiate separate agreements with Customers for the sole
20 purpose of compactor leasing, payment for recyclables, or other related services only when not included
21 in this Contract, provided that Customers are provided separate invoices for those services and that the
22 Contractor makes it clear to Customers that those services are not provided under this Contract. These
23 separate agreements must be in writing and shall in no way expressly or by application supersede this
24 Contract. The Contractor agrees these separate agreements shall not contain durations any longer than
25 the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such
26 separate agreements with Customers upon the City's request. The City may, at its sole option, regulate
27 similar or identical services in the successor to this contract.

28 29 **7.13 Bankruptcy**

30
31 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,
32 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option
33 of the City, may be terminated effective on the day and at the time the order for relief is entered.
34 ~~It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this~~
35 ~~Contract, at the option of the City, may be terminated effective on the day and at the time the~~
36 ~~bankruptcy petition is filed.~~

37 38 **7.14 Right to Renegotiate/Amend**

39
40 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its
41 discretion or based on policy changes, state statutory changes, or County rule changes, Washington
42 State, or federal regulations regarding issues that materially modify the terms and conditions of the
43 Contract, including but not limited to any modifications to contracting terms or policies as they relate to
44 County disposal services the City may also renegotiate this Contract should any Washington State,
45 County, or city rate or fee associated with the Contract be held illegal or any increase thereof be
46 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the
47 event the City wishes to change disposal locations or add additional services or developments, such as

1 those identified through a pilot program under Section 3.1.17, to the Contract and to provide full
2 disclosure of existing and proposed costs and operational impacts of any proposed changes.

3
4 This Contract may be amended, altered, or modified only by a written amendment or addendum
5 executed by authorized representatives of the City and the Contractor.

6 7 **7.15 Force Majeure**

8
9 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default
10 and shall not be liable for failure to perform under this Contract if Contractor's performance is
11 prevented or delayed by Acts of God, including landslides, lightning, forest fires, storms, floods, freezing
12 and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots,
13 explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that
14 are not reasonably within the control of the Contractor, and are not the result of the willful or negligent
15 act error or omission of the Contractor; and that could not have been prevented by the Contractor
16 through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this
17 Contract shall be suspended, but only with respect to the particular component of obligations affected
18 by the Force Majeure and only for the period during which the Force Majeure exists.

19
20 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes
21 that by virtue of their extent or completeness make the particular goods or services effectively
22 unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with
23 respect to any activity performed or to be performed by the Contractor; accidents to machinery,
24 equipment or materials; unavailability of required materials or disposal restrictions; or general economic
25 conditions.

26
27 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations
28 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the
29 Force Majeure is first known, followed within seven (7) days by a written description of the event and
30 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time
31 during which the performance of the Contractor's obligations will be delayed; the likely financial impact
32 of the event; and whatever additional information is available concerning the event and its impact on
33 the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the
34 Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably
35 possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance
36 under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or
37 partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding
38 the disruption in collection service in a manner similar to the notification required in the case of
39 inclement weather under Section 3.1.7.

40 41 **7.16 Severability**

42
43 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of
44 the Contract shall remain in full force and effect.

45 46 **7.17 Waiver**

1 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying
2 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by
3 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of
4 the same right on any subsequent occasion or of any other right at any time.

5
6 **7.18 Incorporation of Contractor's Proposal in Response to City's RFP**

7
8 The Contractor's Proposal, dated _____ submitted in response to the City's Request for
9 Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types,
10 customer service staffing and approach, processing abilities and other commitments made in the
11 Contractor's proposal and all associated clarifications and supplemental proposal materials or
12 attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions
13 of this Contract shall prevail.

14
15 **7.19 Dispute Resolution**

16
17 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by
18 good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all
19 Services included in this Contract. Disputes not resolved in accordance with other provisions of this
20 Contract or through good faith discussions shall be submitted to non-binding mediation before a
21 mediator selected from a list of mediators acceptable to both the City and the Contractor. All costs of
22 mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the
23 Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-
24 binding mediation.

25
26 **7.20 Entirety**

27
28 This Contract and the attachments affixed hereto are herein incorporated by reference and represent
29 the entire agreement or contract terms between the City and the Contractor with respect to the
30 services to be provided under this Contract. No prior written or oral statement or proposal shall alter
31 any term or provision of this Contract.

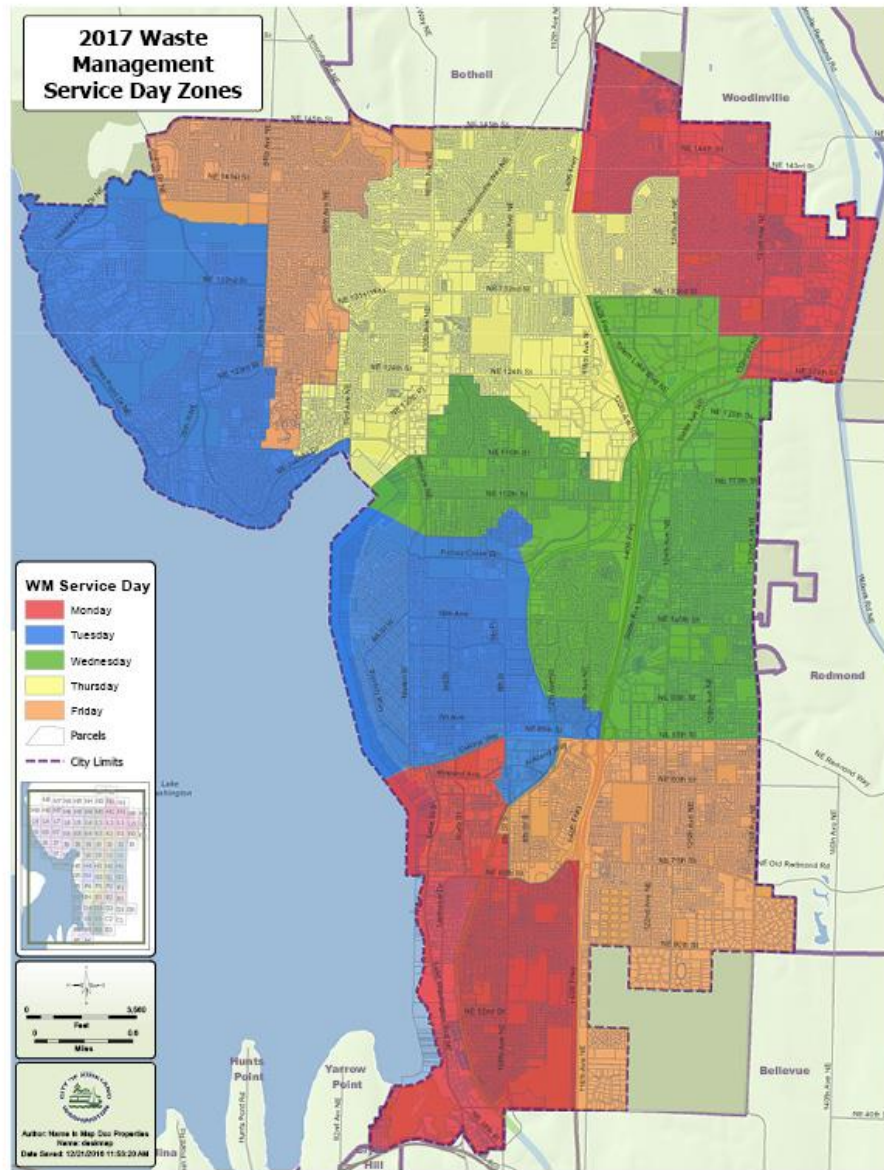
32
33 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

34
35
36 By _____ CITY OF KIRKLAND
37 (Print) _____ By _____
38 Kurt Triplett, City Manager
39 Approved as to Form:
40 By _____
41 Kevin Raymond, Kirkland City Attorney

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- Attachments
- Attachment A: Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example
- Attachment E: Solar-powered Garbage and Recycling Containers
- Attachment F: Residential and Commercial Contamination Protocols

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Attachment A:
Service Area



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Attachment B
Contractor Rates

[to be completed based on Contractor's RFP Form 2a]



| Attachment C: Recyclables List | | | | |
|---|------|---------|---|---|
| Recyclable Item | Curb | Call-in | Handling Instructions | Limitations |
| Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers | X | | Place in recycling Container | |
| Appliances (large) – Refrigerators, freezers, stoves, dishwashers, washing machines, water heaters | | X | Call to request pick-up at least 24 hours before regular collection day | Single family only. |
| Appliances (small) – Microwave ovens, toaster ovens | | X | Call to request pick-up at least 24 hours before regular collection day | Single family only. |
| Corrugated Cardboard – All corrugated cardboard boxes | X | | All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened | |
| Electronics – Computer equipment, VCRs, DVD players, audio equipment, televisions, cell phones and other equipment containing circuit boards | | X | Call to request pick-up at least 24 hours before regular collection day | Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single family only. |
| Fluorescent Tubes and Bulbs | X | | Wrap tubes in newspaper and secure with tape. Mark “Fluorescent Tubes”. Place bulbs in a sealed bag. Place next to recycling cart. | Limit: Two (2) tubes per collection, ten (10) tubes per year. No tubes longer than 4 feet. Single family only. |
| Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed | X | | Empty, remove lids, and place in recycling Container. | |
| Household Batteries – All alkaline, button, and rechargeable batteries | X | | Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Place on top of recycling Cart. | Single family only. |
| Motor Oil | X | | Place in screw-top plastic jugs, labeled with the Customer’s address and placed next to the Customer’s Recycling Cart. | Up to three (3) gallons of motor oil per week that is free from contaminants |
| Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements | X | | Place in recycling Container. | |
| Paper Containers – All empty paper cups and paper food cartons. | X | | Empty, clean, place in recycling Container. | |
| Plastic Containers – All plastic bottles, jugs, tubs, lids >3”, and containers, including plastic drink cups, clamshells, food containers and trays, plant pots, over-the-counter pill bottles | X | | Empty, clean, place in recycling Container. | Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded. |
| Polycoated Cartons and Boxes – All plastic coated cartons, beverage cups, and boxes | X | | Flatten, empty, clean, and place in recycling Container. | |

| Attachment C: Recyclables List | | | | |
|---|------|------------------|--|---|
| Recyclable Item | Curb | Call-in | Handling Instructions | Limitations |
| Propane Canisters (small) - Small disposable camping style propane canisters | | X | Place items next to recycling Cart. | No large propane tanks. |
| Rigid Plastics – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles | X | X Large Items | Place items in or next to recycling Cart. One dimension of object must be less than 2". | Call at least 24 hours before regular collection day to collect large (i.e. all dimensions greater than 2"). Single family only. |
| Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants | X | X Large Items | Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day. | Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up. Single family only |
| Styrofoam™ Blocks – Clean expanded polystyrene (blocks, sheets, cups, and take-out containers) and expanded polyethylene foam (sheets and blocks) | | X | Contain blocks in a clear or white sealed plastic bag. Secure from wind. | No packing peanuts, lined or sealed foam, or soft foam. Request a pick-up 24 hours before collection day. Single family only. |
| Textiles - Clean usable clothing and linens, paired shoes, boots and socks, sheets, towels, tablecloths, curtains, blankets and bedspreads, stuffed animals, purses, wallets, backpacks & totes, belts, hats and caps, scarves | | X | Placed in a plastic or paper bag. Label "Clothing" and place bag(s) at the curb next to recycling cart. | Request a pick-up 24 hours before collection day. Single family only. |
| Tin Cans – All clean food and beverage tin cans and tin lids 3" or larger | X | | Place in recycling Container. | |
| Used Cooking Oil | X | X | Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart. | Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only. |
| Wood Scraps | | X | Clean, unpainted, untreated wood, plywood, pallets, dimensional lumber and crates (some metal fittings and nails allowed). Material must be placed in cardboard box next to the recycling Cart and labeled "Wood Waste". | Single family only. |

Attachment D
Fee Modification Examples

The Contractor fees listed in Attachment B shall be adjusted annually, as follows:

Contractor Fee Adjustment

The Contractor service fee listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCF = PCF \times [1 + (((nCPI - oCPI) / oCPI))]$$

Where NCF = The new Contractor service fee for a particular service level; and

PCF = The previous combined Contractor service fee for a particular service level; and

nCPI = The most recent June CPI value; and

oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2017.

For example, using an initial one 35-gallon cart rate of \$11.57 per month: if the previous CPI is 143.2, the new CPI is 144.3 the January 2018 Contractor fee for one 35-gallon cart per every-other-week Residential Curbside Garbage service would be:

$$\text{New Contractor Fee} = \$11.57 \times \left[1 + \frac{(144.3 - 143.2)}{(143.2)}\right] = \$11.66$$

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

Where NDC = The new disposal charge component of the customer rate for a particular service level; and

- 1 NTF = The new disposal fee, dollars per ton; and
- 2 ODC = The old disposal charge component of the customer rate for a
- 3 particular service level;
- 4 OTF = The old disposal fee, dollars per ton; and
- 5 A = Pre-excise tax adjusted disposal component; and
- 6 CETR = Current excise tax rate (the current State excise tax rate; 0.015
- 7 used for this example).

8 For example, using an initial one 35-gallon cart rate of \$23.52 per month: if the previous

9 CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$140 to \$150

10 per ton starting on January 1, 2019, the old disposal component is \$5.00, and the State

11 Excise Tax rate is 0.015, the January 2019 Customer charge for one 35-gallon cart per

12 week Residential Curbside service would be:

13

14

15
$$\text{New Collection Component} = \$18.52 \times \left[1 + \frac{(144.3 - 143.2)}{(143.2)} \right] = \$18.66$$

16

17

18
$$\text{New Disposal Component} = [\$5.00 \times (150/140)] \text{ plus excise tax adjustment}$$

19
$$\text{of } \$0.01 = \$5.36$$

20

21 Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be

22 \$18.66 service component plus \$5.36 disposal component, equaling \$24.02.

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Attachment E
Solar-powered Garbage and Recycling Containers

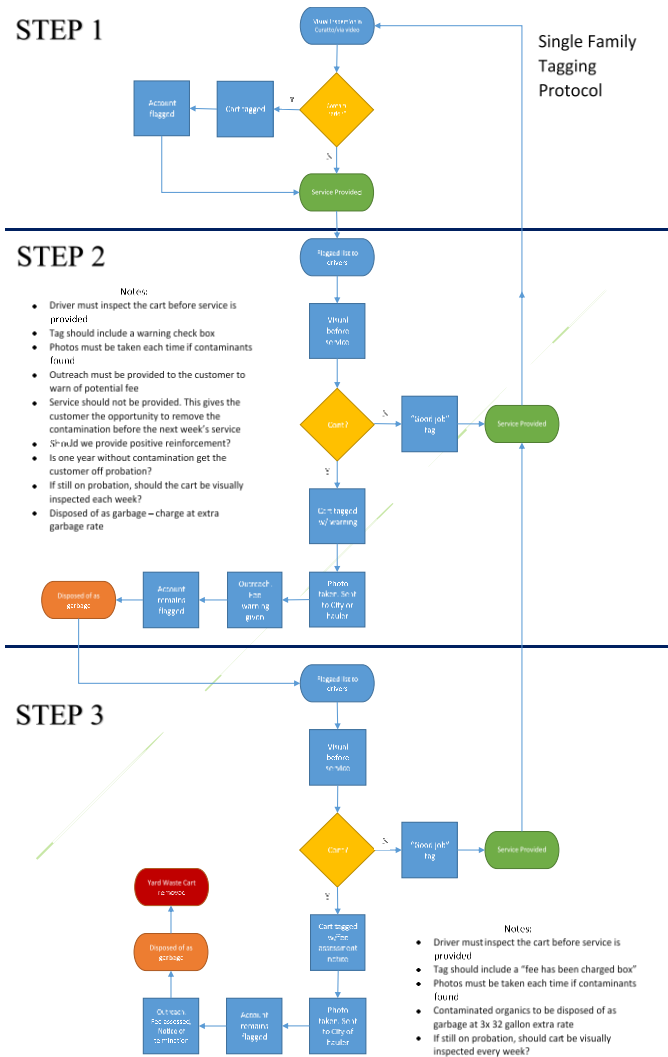
| Serial # | Trash/Recycling | Location |
|----------|-----------------|------------------------------------|
| 173256 | Trash | Marina Park |
| 177311 | Trash | Park Lane Parking Lot |
| 177315 | Trash | Marina Park Parking Lot 1 |
| 177320 | Trash | Kirkland Ave & Main St (SW Corner) |
| 177320-L | Single Stream | Kirkland Ave & Main St (SW Corner) |
| 177321 | Trash | Kirkland Avenue - Argosy 2 |
| 177321-L | Single Stream | Kirkland Avenue - Argosy 2 |
| 177322 | Trash | Peter Kirk Park Ballfield |
| 177322-L | Single Stream | Peter Kirk Park Ballfield |
| 177323 | Trash | Central Way & 3rd St (NE Corner) |
| 177323-L | Single Stream | Central Way & 3rd St (NE Corner) |
| 177324-L | Single Stream | Marina Park Parking Lot 5 |
| 177325 | Trash | Park Lane & Main St (NE Corner) |
| 177325-L | Single Stream | Park Lane & Main St (NE Corner) |
| 177327 | Trash | Marina Park Parking Lot 4 |
| 177327-L | Single Stream | Marina Park Parking Lot 4 |
| 177328 | Trash | Transit Center 3 (3rd St) |
| 177328-L | Single Stream | Transit Center 3 (3rd St) |
| 177329 | Trash | 205 Lake St S |
| 177329-L | Single Stream | 205 Lake St S |
| 177330 | Trash | 148 Lake St S (Milagro) |
| 177330-L | Single Stream | 148 Lake St S (Milagro) |
| 177331 | Trash | 125 Lake St S |
| 177331-L | Single Stream | 125 Lake St S |
| 177332 | Trash | Kirkland Ave & Lake St (NE Corner) |
| 177332-L | Single Stream | Kirkland Ave & Lake St (NE Corner) |
| 177333 | Trash | Transit Center 4 (3rd St) |
| 177333-L | Single Stream | Transit Center 4 (3rd St) |
| 177334 | Trash | Kirkland Ave & Lake St (NW Corner) |
| 177334-L | Single Stream | Kirkland Ave & Lake St (NW Corner) |
| 177335 | Trash | 223 Kirkland Ave |
| 177335-L | Single Stream | 223 Kirkland Ave |
| 177336 | Trash | Marina Park Parking Lot 2 |
| 177336-L | Single Stream | Marina Park Parking Lot 2 |
| 177337 | Trash | 115 Central Way |
| 177337-L | Single Stream | 115 Central Way |
| 177338 | Trash | Kirkland Ave (Argosy 1) |

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| 177338-L | Single Stream | Kirkland Ave (Argosy 1) |
| 177339 | Trash | Park Lane & Main St (Southwest Corner) |
| 177339-L | Single Stream | Park Lane & Main St (Southwest Corner) |
| 177340 | Trash | Transit Center 1 (3rd St) |
| 177340-L | Single Stream | Transit Center 1 (3rd St) |
| 177341 | Trash | Central Way & Lake St (North) |
| 177341-L | Single Stream | Central Way & Lake St (North) |
| 177342 | Trash | 219 Lake Street |
| 177342-L | Single Stream | 219 Lake Street |

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ATTACHMENT F
Residential and Commercial Contamination Protocols



Multifamily and Commercial Contamination Protocol

- Notes**
- Service must be approved by the City or by the hauler
 - Customer must sign an agreement that notes fees may be charged for contamination
 - Visual inspection to be made before service provided
 - Photos of contamination must be taken each time
 - Commercial customers must notify hauler within 24 hours that the contamination has been removed else it will be disposed of as garbage.
 - There is no probationary period: all materials with contamination will either be cleaned up or be disposed of as garbage
 - Return trip may be charged if hauler has to come back to pick up a cleaned up cart
 - Cycle of charging customer for garbage disposal or return trips unless business opts out of the program

